



Proposal for banking services

Topeka Metropolitan Transit Authority

Due Date: November 06, 2025 | RFB Number: TO-26-04

PRESENTED TO:

Richard Appelhanz
Accountant

rappelhanz@topekametro.org

SUBMITTED BY:

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Implementation

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- 2. U.S. Bank Redline Legal Edits to Proposed Contract Language for Negotiation
- 3. U.S. Bank Master Services Agreement with Appendix A/A1 and B/B1
- 4. U.S. Bank Services Terms and Conditions – provided via link
- 5. Your Deposit Account Agreement – provided via link



Disclaimers

Acknowledging information provided in this response to Topeka Metropolitan Transit Authority's RFP TO-26-04 is subject to the Freedom of Information Laws governing disclosure of public information, U.S. Bank requests to be contacted before information is made public in order to request redaction of any designated specific "Confidential" information as marked within our response. Only as marked within, this proposal may contain certain nonpublic information about U.S. Bancorp and its subsidiaries and affiliates that we deem proprietary and confidential. By accepting these materials, you agree to use this information only to evaluate the proposal, sharing it only with your employees and advisors on a need-to-know basis for the purpose of choosing a service provider.

U.S. Bank does not agree to contract terms solely by delivering this response to Topeka Metropolitan Transit Authority's RFB TO-26-04. If U.S. Bank is awarded the business resulting from this RFP, we will work with Topeka Metropolitan Transit Authority to negotiate a mutually agreeable contract between the parties. Customers are required to execute U.S. Bank agreements for the selected services.

As a matter of best practice and to the ongoing benefit of our customers, U.S. Bank regularly updates our digital and on-line platforms and improves the products and services we offer to our clients. The information contained in this proposal reflects the state of our platforms, products and services at the time of submission. New features or functionality may become available, or updates may be made, in the future. U.S. Bank reserves the right to make such updates or add new features or functionality. We do not currently anticipate significant disruption to customer operations will result from planned updates or added features or functionality.

By your acceptance of these materials, you also acknowledge that U.S. Bancorp and U.S. Bank are not committing to extend credit or render services to Topeka Metropolitan Transit Authority or any other person or entity.

Regulation W disclaimer: U.S. Bank N.A. is not responsible for the obligations of its affiliates.

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COVER SHEET

Proposer Information

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City, State, Zip Minneapolis, Minnesota 55402

Main Phone 469-597-8671

Contact Person Information

Name Pamela Rivas

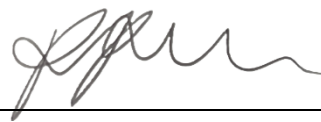
Job Title Relationship Manager

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Signature



Date:

11/06/2025



Pamela Rivas, Officer & Relationship Manager
Government Banking Integrated Client Sales
Galleria North Tower 1
13737 Noel Road, Suite 800
Dallas, TX 75240

usbank.com

November 6, 2025

Topeka Metropolitan Transit Authority
Mr. Richard Appelhanz
201 N Kansas Avenue
Topeka, Kansas 66603
rappelhanz@topekametro.org

Dear Richard,

We are excited about the prospect of continuing our partnership with Topeka Metropolitan Transit Authority (Metro) by helping to further enhance your financial operations. Our goal is to implement the solutions identified in response to your request for bids for banking services along with other highly recommended service enhancements. We believe that these solutions will not only meet your primary objectives and reduce costs but also introduce efficiencies and add risk mitigation that will benefit Metro in the long run.

At U.S. Bank, we pride ourselves on offering a broad consultative approach. Beyond delivering specific services and customized solutions, we strive to create the maximum value for Metro's operational needs. With the support of a financially sound institution like ours, Metro can continue to evolve and grow. Our strong financial performance is a direct result of U.S. Bank's disciplined operations and strategic business decisions.

We recognize that service is the quality that truly differentiates financial institutions. We are committed to customer service —All of US serving you. Our team includes our locally-based branch team, and me serving as your relationship manager, functioning as your primary point of contact. I am also supported by teams of other product specialists and highly experienced bankers who tailor our full range of services to Metro's particular needs. By continuing your relationship with U.S. Bank, Metro will also benefit from the experience of our dedicated Government Banking Division in developing solutions to meet the unique challenges faced by our many government clients including a significant number of similarly sized local municipalities.

We are confident that our compelling solution, coupled with competitive pricing, will meet Metro's requirements in full. We appreciate your business and welcome the privilege of being of continued service to Metro. We will eagerly seek opportunities to help you further develop and optimize your collections and payments processes. We look forward to continuing to collaborate closely with you and your team to help you to achieve your financial goals.

Sincerely,

A handwritten signature in black ink, appearing to read "P. Rivas".

Pamela Rivas
Relationship Manager
469-597-8671
pamela.rivas@usbank.com

A handwritten signature in blue ink, appearing to read "Danielle Igiehon".

Danielle Igiehon
Treasury Manager Account Manager
713-235-9234
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Disclaimers

The information provided in this proposal is privileged and confidential and is only to be used by Metro for the sole purpose of choosing a service provider. This information is the sole and absolute property of U.S. Bank and nothing is intended to, in any way, transfer ownership rights to Metro. This information should not be shared outside of Metro.

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If Metro terminates Master Service Agreement for convenience before expiration of initial term, Metro shall make U.S. Bank whole for any fees waived by U.S. Bank or other incentives provided by U.S. Bank. Metro's make-whole obligation shall be prorated based on number of days remaining in initial term.

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Executive summary

Metro can minimize banking costs and improve operational efficiency by expanding your partnership with U.S. Bank. Metro and U.S. Bank already enjoy a successful partnership and your U.S. Bank team is ready to deepen our long-term commitment. We can meet all of the requirements outlined in your Request for Bids.

Understanding your needs

Metro needs a provider of comprehensive banking solutions with bench strength in both treasury services and with large municipalities and governments. Metro can continue to leverage our experience, our presence in Topeka and our understanding of your operational complexities and challenges. Metro is familiar with an engaged relationship team, implementation resources and customer service group, each dedicated to supporting you. Your U.S. Bank team can deliver innovation in processes, consistency in service and financial stability.

Meeting your goals

We continue to develop a wide range of products and integrated delivery systems as our clients accept, adopt and anticipate more and more emerging technologies. Your U.S. Bank team stands ready to examine your operations to facilitate more automation of your daily processes with a working capital engagement, where we identify operational changes for the biggest efficiency gains.

Superior team support with experience serving the public

Your relationship team, led by Pamela Rivas, demonstrates the breadth and depth of experience that Metro already benefits from. Pamela and Danielle Igiehon, your treasury management consultant, exemplify the foundation of our relationship-based service model.

Community commitment

More than a bank, we're part of Kansas



We live and work here

238K	920	26	39
TOTAL CUSTOMERS	EMPLOYEES	BRANCHES	ATMS

We support business

15K	86	\$17M
Business customers ¹	Small Business Administration (SBA) loans ²	SBA approved loan total ²

We invest in the community³

\$1.1M	U.S. Bank Foundation and corporate giving
\$63.7M	In community development loans and investments to low-and-moderate-income communities
7K	Volunteer hours



Outstanding

rating received by U.S. Bank from the most recent Community Reinvestment Act (CRA) exam⁴



Member FDIC. 1. Businesses with revenue of \$25M or less. Does not include Corporate or Commercial customers. 2. U.S. Government fiscal year Oct. 1, 2023 - Sept. 30, 2024. 3. Three-year total: January 1, 2022 - December 31, 2024. 4. U.S. Bank Corporate CRA Examination Rating received for the examination period January 1, 2016 through December 31, 2020.

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Choose U.S. Bank

Topeka Metro will partner with the financial institution most capable of providing the highest level of service at the lowest cost to Topeka Metro. Our proposal delivers on that objective by offering minimized bank costs and a path to improved operational efficiency. We are confident you will find our continued focus on your long-term success unmatched and look forward to our continued partnership. With consistent local branch support, relationship management, and partnership with our Treasury partners, we will optimize account security by adding ACH Positive Pay and Check Payee Positive Pay while optimizing your account structure to reduce costs.



Specifications

Protection of Public Funds – This will be the successful bidder’s top priority. Metro currently has an operational checking account, a flexible spending checking account, a money center investment account, and a clearing account for investment activity. Bidder will need to show that they are capable of collateralizing all Metro funds on deposit with the exception of investment funds invested in treasury products. Methods of fund protection may include FDIC insurance, pledged securities, and letters of credit.

U.S. Bank will secure all of Metro’s funds on deposit in accordance with Kansas state statutes. At no time will the face value of the Letter of Credit pledged be less than the amount on deposit less the maximum insurance provided by the Federal Deposit Insurance Corporation (FDIC) of \$250,000 for the aggregate total of checking accounts.

To secure Metro’s existing bank account balances in excess of the FDIC limit, U.S. Bank has provided Metro a specific Federal Home Loan Bank “FHLB” Letter of Credit naming Metro as beneficiary in the amount of a \$4,000,000 under LOC No. 581168. A sample of the existing FHLB Cincinnati Letter of Credit provided for your review. Upon re-award of the contract to the bank, the existing Letter of Credit will remain in place to secure your funds. The Federal Home Loan Bank System carries an S&P AA+ long term senior debt rating with a stable outlook and A-1+ short term debt rating. Moody’s long term debt rating is Aa1 and Prime-1 short term rating with a stable outlook as of October 2025. Joint and several liability reduces default risk of system-wide liabilities.

U.S. Bank has a team that monitors public clients' balances and the collateral in place to secure them. Our Corporate Treasury Collateral Department can be reached at 866.603.1571 for Metro’s convenience. With a Letter of Credit specifically pledged to Metro as collateral, you will receive the original Letter of Credit to hold and secure, along with a draw form and instructions should there ever be a need to draw against the Letter of Credit for bank failure. Should there be a discrepancy or collateral shortfall, Metro is notified via e-mail in the morning. Should Metro have a large swing in balances, additional collateral can be pledged before 3:00 p.m. CT daily as needed.

A description of FDIC Insurance Coverage can be found online in our account information at: usbank.com.

Competitive Investment Rates – Metro adheres to the Kansas Pooled Money Investment Board (PMIB) and the investment rates they publish at the following link: [Rates for Public Funds](#) Metro also invests with the Kansas Municipal Investment Pool (KMIP) so investment rates offered must exceed KMIP rates per the following link: [KMIP System - Daily Municipal Investment Pool Rates](#)

Currently Metro uses U.S Bank money center to purchase Treasury and agencies within a ladder investment portfolio. Purchased treasury bills are safe kept by U.S Bank on behalf of Metro. Metro can utilize other investment services through Money Center which include: U.S Bank’s offering of Insured Cash Sweep “ICS” at competitive variable rates.



Financial Strength – In order to properly protect public funds, Metro must deposit these funds with a strong, solid banking institution. Bidder must demonstrate strong financial performance.

Proven financial strength

We continue to outpace our peers in key performance metrics, and we deliver consistent, predictable, repeatable industry-leading financial results year after year. Our solid financial position helps us create value for our shareholders and allows us to invest greater resources into client experience, employee engagement and community revitalization.

Capital generation continues to reinforce our capital position with:

- **Common equity tier 1 capital ratio**—10.7%
- **Tier 1 capital ratio**—12.3%
- **Total risk-based capital ratio**—14.3%

The most recent annual report and call reports are available at: ir.usbank.com/investor-relations/financial-information/annual-reports.

Enhanced Services – The successful bidder will be able to provide/process merchant services, company credit cards for ten administrative and management staff members, and payment service for Metro’s on-line product sales. The successful bidder’s proposal will show that their bank stays current with changes in technology and offers state-of-the-art enhanced services to its clients.

Merchant

Elavon is a payment processor headquartered in Atlanta, Georgia, and a subsidiary of U.S. Bank. Our processing, acquiring and gateway services support payment acceptance for clients across North America and Europe. We leverage our position as a payments leader to deliver a cost-efficient processing infrastructure and secure, scalable payment solutions.

We are a global payments leader, processing more than \$576 billion in transactions worldwide annually. We provide end-to-end payment processing solutions and services to more than 1.3 million clients globally. As the leading provider for airlines and a top five provider in hospitality, healthcare, retail and public sector/education, our innovative payment solutions are designed to solve pain points for businesses from small to the largest global enterprises.

Metro currently utilizes Elavon merchant payment services for processing credit card transactions with approximately 425 average monthly transactions totaling just over \$13,000 dollars in credit card processing volume. Interchange rates vary based on how the card transaction is processed, the type of card used, and the processing rail used to settle the transaction. Interchange currently varies between 2.2% down to as low as .80% for PIN debit charges. The bank’s processing fees are currently \$.05 per transaction and a .54% processing rate per transaction. Applicable payment network and associated fees are also passed through to Metro. Please see our Pricing Quote in the Exhibits Section. We welcome the opportunity to meet with the Metro team to further discuss your credit card processing services and ways to further enhance your service to meet your customers’ needs.



Corporate Payment Systems

U.S. Bank Corporate Payment Systems provides the most comprehensive solutions to manage and optimize payment processes, offering tools such as corporate credit cards, virtual payments and transportation payment options. These solutions are supported by our proprietary robust online account management tool, Access® Online, API integrations for streamlined data handling, and services designed to reduce costs and increase efficiency. As the first bank to issue commercial card program in 1989, then with the corporate travel card in 1991, commercial cards are a cornerstone of the product set offered by U.S. Bank Corporate Payment Systems.

Key benefits to the U.S. Bank Corporate Payment Systems commercial card programs include reduced costs, enhanced control over spending, and streamlined operations through automation and integration with existing platforms. Additionally, our solutions improve cash flow management and foster stronger supplier relationships by enabling faster payments and better data sharing, ultimately helping organizations optimize their overall payment strategy and operational efficiency.

Our recommendation for Topeka Metro would be to transition from our retail credit card program to our Commercial Rewards Card Program (CRC) offering: Seamless accounting integration, higher rebate potential, integrated policies, liability where it belongs, enhanced reporting.

The Commercial Rewards Card is unique because it's backed by an all-in-one, intuitive platform for card, expense and travel management that's powered by TravelBank. The platform uses APIs to connect with common accounting and HR tools, including two-way sync with QuickBooks Online, so you only need to log into one system to gain better visibility into your business spend.

The Commercial Rewards Card also offers corporate rather than personal liability. Plus, you can earn points or rebates – you choose. Metro can redeem points with airlines, select hotels or for gift cards – or donate your points to a charity through Charity On Top. Prefer cash back? Metro can earn rebates faster with lower spend thresholds compared to traditional commercial credit cards. That makes the Commercial Rewards Card an exceptional value for companies with \$100,000 to \$150 million in annual revenue. If your spend level is lower than the minimum level, there is still no fee for the program regardless of your spend or the number of cards enrolled in the program. Metro will simply not qualify for rewards but enjoy all of the other benefits of the program. Details of our CRC purchasing card program are included in the link below:

[Commercial Rewards Credit Card | Payment Solutions | U.S. Bank](#)

Treasury management

SinglePoint helps Metro achieve new levels of efficiency by bringing our powerful banking services together into one easy-to-use website with SSO access. A fully integrated, wholly owned online suite of treasury management solutions, SinglePoint does not require dedicated PCs or software installation. A continued benefit to Topeka Metro SinglePoint provides functionality via four system administrators being able to manage users and entitlements, reduces lead time. In addition, we provide fraud prevention tools to avoid monetary losses.

Access all your treasury needs with one user ID and password



Monitor account activity	
<ul style="list-style-type: none"> Account reconciliation Adjustments 	<ul style="list-style-type: none"> Lockbox payments Image solutions Account service Asset-based loan information
Transfer and manage money	
<ul style="list-style-type: none"> ACH services Cash vault On-Site Electronic Deposit 	<ul style="list-style-type: none"> Wire and account transfers RTP® payments Check payables Investments and trusts Disbursements via Zelle®
Act globally	
<ul style="list-style-type: none"> International ACH and wire Global trade 	<ul style="list-style-type: none"> Foreign Exchange Web International remittance calculator International reporting
Prevent fraud	
<ul style="list-style-type: none"> Account validation Positive pay services 	<ul style="list-style-type: none"> Issue maintenance Stop payments IP whitelist service IBM® Security Trusteer Rapport™
Control access and stay informed	
Mobile SinglePoint	<p>Give your users on-the-go access to cash management tools.</p> <ul style="list-style-type: none"> Access to domestic and international account balances Current day reports (ACH Summary, Wire Detail, Lockbox Summary) Payment initiation and approval capabilities
External Messaging	<p>Configure 200+ unique messages to route to various destinations, ensuring key items receive attention, with unlimited accounts, users and notifications.</p>
Information Reporting	<p>Manage your financial position with superior reporting tools.</p> <ul style="list-style-type: none"> Current and previous day account summaries and transaction details Simplified daily reconciliation Customizable search and filtering options Flexible formats compatible with internal systems Scheduled delivery via email, transmission or fax Returned item decisioning and reversal requests
Data retention	<ul style="list-style-type: none"> Previous day data—4 months Current day data—10 calendar days Extended retention available
System administration	<p>Metro retains full control over user access and permissions</p> <ul style="list-style-type: none"> Add, copy and reuse user profiles Modify entitlements, access and limits in real-time Dual system administration enhances security Token management and password resets Assign entitlements by service, function and account Audit tools



Innovation and remaining competitive

Our strong and active culture of innovation means Metro is working with a team of bankers who understand the latest digital capabilities to help you create efficiencies. We've been recognized as one of the most innovative banks in the nation, with awards and top rankings for innovation across products, payments and mobile banking.

Innovations in banking technology are constant. Our strong digital strategy, backed by world-class teams, delivers digital excellence at speed and at scale. We have the #1 ranked mobile app in the industry. We completely redesigned our online banking platform and continue to release new updates in digital and mobile capabilities every month. Our digital tools have garnered numerous accolades:

- U.S. Bank Mobile App ranked #1 for Transfers, Alerts and Account Management
- Impact Award for innovating in digital payments with Instant Card
- Mobile Check Deposit ranked #1
- Ranked # 1 for digital mortgage lending tools
- U.S. Bank Mobile App ranked as Category Leader in Ease of Use, Customer Service, Account Opening, Financial Fitness, and Money Movement
- One million 5-star reviews from customers on Apple App Store and Google Play Store
- Smart Assistant in the U.S. Bank Mobile App received the highest rating of “Excellent”
- Our industry-leading [cobrowse](#) experience has 97% satisfaction with customers
- Innovation in payments with our Card as a Service (CaaS solution)
- Recognition for our best-in-class digital accessibility practice

Experience and References – One of the evaluation criteria will be references that reflect a general level of satisfaction with the bidder’s services.

U.S. Bank is proud to provide the following references with similar types of business services and size and/or banking services to confirm our clients’ confidence in our ability to deliver the highest quality products and services for you.

Reference 1	
Organization name	City of Lawrence
Address	PO Box 708
City, State, ZIP	Lawrence, Kansas, 66044-0708
Key contact name	Jennifer Werth
Contact phone	(785) 832-3215
Contact email	jwerth@lawrenceks.gov



Reference 2	
Organization name	City of Topeka, Kansas
Address	215 SE 7 th St, Ste 358
City, State, ZIP	Topeka, Kansas, 66603
Key contact name	Josh McAnarney
Contact phone	(785) 368-3898
Contact email	jmcanarney@topeka.org

Reference 3	
Organization name	Nashville Metropolitan Transit
Address	430 Myatt Dr
City, State, ZIP	Madison, Tennessee, 37115
Key contact name	Shelly McElhaney
Contact phone	(615) 862-6144
Contact email	shelly.mcelhaney@nashville.gov

General requirements for the term of the contract:

Chartered as a U.S. or Kansas financial institution, and a member of FDIC Be a qualified depository of public funds

U.S. Bank meets this requirement. U.S. Bank National Association is a national federally chartered bank formed under the laws of the United States. U.S. Bank National Association holds Charter Number 24 through the Cleveland Federal Reserve Bank, which was originally registered to First National Bank of Cincinnati in 1863.

U.S. Bank is Federally Insured with the Federal Deposit Insurance Corporation (FDIC). Our Certificate number is 6548. U.S. Bank is eligible to do business as an eligible qualified depository in the State of Kansas.

Have at least one full-service branch office in Topeka, Kansas.

U.S. Bank meets this requirement. U.S. Bank has multiple physical retail branch banking offices located in the Topeka area. The closest branch to your offices is our Fleming Place Branch which is 3 miles away from your offices and is located at 1017 SW Gage Blvd., Topeka, KS 66604, phone: 785-228-4070. Although this is our closest branch, Metro can utilize any branch to make over the counter transactions, arrange for night drop deposits, or receive other customer service support.



Comply with all applicable federal, state and local laws

U.S. Bank understands and complies.

Immediately notify Metro of any changes in your credit, CRA, or bank ratings

U.S. Bank understands and complies. U.S. Bank National Association is proud to have received the highest overall rating, “**Outstanding**” for our most recent Community Reinvestment Act (CRA) examination from the Office of the Comptroller of the Currency (OCC). The examination date was January 18, 2022. This performance evaluation assesses the bank’s CRA performance under the Large Bank Lending, Investment, and Service Tests. The evaluation period was January 1, 2016, through December 31, 2020. The most recent copy of our CRA evaluation can be found at <https://www.usbank.com/about-us-bank/community/community-reinvestment-act/cra-performance-evaluation.html>

Included within the bank’s most recent CRA report link above, the District can find our State of Kansas CRA ratings on page 270 of the report. Our overall CRA rating for the State of Kansas is: **Satisfactory**

Additional questions:

How far is your nearest branch office from our Quincy Street Station at 820 SE Quincy? Is the checking account interest-bearing?

Our nearest branch office is three miles from your Quincy Street Station.

Fleming Place Branch

1017 SW Gage Boulevard
Topeka, Kansas 66604

Yes, U.S. bank offers checking accounts (also known as demand deposit accounts or DDAs) with an earnings credit that can be used to offset depository and treasury management fees. We work with you to ensure you have the appropriate account type and structure. Account options include:

- **Analyzed checking and Analyzed checking with interest**
- **Corporate checking and Corporate checking with interest**
- **Premium business checking and Premium business checking with interest**

Does compensating balance offset fees?

U.S. Bank offers balance based compensating balance accounts paying earnings credit to help offset monthly service charges. However, currently two of Metro’s three deposit accounts with U.S. Bank are in our small business banking Gold Package fee-based accounts that include 350 free monthly transactions with no monthly maintenance fee if Metro maintains a minimum of \$10,000 in collected balances in each account. The third account is in our Silver Checking Package fee-based account that has no minimum balance requirement, no monthly maintenance fee and receives 125 free monthly transactions. In this “package” type account, all fees for additional utilized services outside



of those offered in the package are hard charged to the account without earnings credit. (These include items such as SinglePoint, ACH, wires, cash vault, investments, etc.) Today, over the past eight months Metro has had an average hard dollar fee of \$328 assessed to your accounts for services.

As a result, going forward, we would recommend that Metro utilize three non-interest-bearing balance-based accounts receiving an earnings credit (ECR) to help offset your service charges instead of the fee-based package accounts that hard charge all costs with no ECR. Any excess balances can then be invested or placed in an interest-bearing account.

Business Banking Packages*

CHECKING OPTIONS

	Silver Checking	Gold Checking**	Platinum Checking
Minimum Opening Deposit ¹	\$100.00	\$100.00	\$100.00
Monthly Maintenance Fee	\$0	\$20.00	\$30.00
Monthly Maintenance Fee Waiver Options	Not Applicable	<ul style="list-style-type: none"> • U.S. Bank Payment Solutions Merchant Banking OR • \$10,000 average collected balance OR • \$20,000 combined average collected business deposit² balances OR • \$50,000 combined average collected business deposits and outstanding business credit³ balances 	<ul style="list-style-type: none"> • U.S. Bank Payment Solutions Merchant Banking OR • \$25,000 average collected balance OR • \$75,000 combined average collected business deposits² and outstanding business credit³ balances
Transactions ⁴	125 free per statement cycle, then \$0.50 each	350 free per statement cycle, then \$0.45 each	550 free per statement cycle, then \$0.40 each
Cash Deposit Fee ⁵	25 free units per month, then \$0.33 per \$100	125 free units per month, then \$0.33 per \$100	250 free units per month, then \$0.33 per \$100
Check Order Discount ⁶	50% off first check order up to \$50	50% off first check order up to \$100	50% off first check order up to \$100
Standard Mobile Check Deposit Transactions ⁷	FREE	FREE	FREE
Online & Mobile Banking	Yes	Yes	Yes

By converting to the recommended balance-based accounts receiving an earnings credit of .35%, Metro would lower its current services charge to \$280.66 for requested, currently used services, and cover the \$50.15 cost of several other optional essential services that would protect Metro's accounts from check and ACH fraud. In total with all of the existing and new services. Metro would still see a reduction in fees of over \$47 per month, assuming the same level of collected balances.

(** It should be noted that these fees also include cost of services for purchases of treasuries and safekeeping through the bank's Money Center, which are not typically included in account analysis by most institutions.)

Metro would be able to fully offset all service charges by maintaining an average monthly collected balance of approximately \$1,146,000 at the current ECR of .35%. Given Metro's ability to earn investment rates higher than is ECR rate, we could not recommend using other funds to help offset



fees. Keeping the current minimal collected balances and paying fees while earning higher investment rates would be the optimal use of Metro's capital.

We define compensating balance as the exact balance needed to completely offset your service charges with earnings credit.

To determine how much in compensating balances are needed to offset \$1 in fees, we typically use a multiplier with the following formula.

$$\$1 \div \text{ECR of } .35\% \div \text{Actual days in month} \times \text{actual days in year}$$

The calculation would be:

$$\$1 \div 0.0035 \div 31 \times 365 = \$3,364.06$$

For example, based on the gross monthly estimated service charges of \$334.24, with the earnings credit rate (ECR) of 0.35%, it would take \$1,124,401.84 to offset all fees assessed. Using the multiplier formula, assuming the monthly fees total \$334.24, take the amount of fees charged that month times the multiplier to get the needed compensating balance.

$$\$334.24 \times \$3,364.06 = \$1,124,403.41$$

Are monthly statements on paper?

Yes. Truncated paper statements will be provided at no cost, but statements with images carry a \$9.00 monthly fee. DDA statements provide Metro with a detailed listing of transactions that occurred on your account(s) during the month. Statements are typically mailed to you within five business days after statement cut-off. PDF statements are available online by 8:00 a.m. CT on the second day after statement cut-off. (If end of month falls on Friday, statement is available Monday.)

To help prevent fraud, we recommend Metro receive your bank and account analysis statements online instead of in paper via mail. This will help prevent the possibility of paper statements from being stolen from the mail exposing your account numbers to potential thieves using them for creating unauthorized transactions. Online statements are offered to you for free. They can be downloaded, saved, printed and stored or emailed whenever you need. We will retain 18-months of statements online for your immediate access.

On-line?

Yes, You can access your bank statements in SinglePoint two business days after the end of the month. You can access your account analysis statements in SinglePoint by 3 a.m. CT the seventh business day of the month (mailed on the ninth day). Fees are due by the 10th business day of the month.

Can the cycle be set up on a calendar month?

Yes. Please refer to our previous response.



What is your rating (Moody's, S&P) for Financial Strength, Deposits and Issuer Rating?

U.S. Bancorp continues to deliver consistent, predictable, repeatable, industry-leading financial results. Our disciplined business operations at all levels give us confidence in the commitments and decisions we make, allowing us to do what's right for our shareholders, customers and communities. We have a proven track record of success, including debt ratings that are among the highest in the banking industry. We are focused on being the most trusted choice, creating the future now, driving one U.S. Bancorp and striving for simplicity to honor our commitment to strengthen financial futures together.

We are rated by the credit rating agencies Moody's, Standard & Poor's (S&P), Fitch and DBRS.

Credit ratings				
	Moody's	S&P	Fitch	DBRS
U.S. Bancorp				
Ratings outlook	Stable	Stable	Stable	Stable
Long term issuer rating	A3	A	A+	AA (low)
Short term issuer rating	N/A	A-1	F1	R-1 (middle)
Senior unsecured debt	A3	A	A	AA (low)
Subordinated debt	A3	A-	A-	A (high)
Junior subordinated debt	Baa1	N/A	N/A	N/A
Preferred stock	Baa2	BBB	BBB	A (low)
Commercial paper	P-2	N/A	F1	R-1 (middle)
U.S. Bank National Association				
Long term issuer rating	A2	A+	A+	AA
Short term issuer rating	P-1	A-1	F1	R-1 (high)
Long term deposits	Aa3	N/A	AA-	AA
Short term deposits	P-1	N/A	F1+	N/A
Senior unsecured debt	A2	A+	A+	AA
Subordinated debt	A2	A	N/A	AA (low)
Commercial paper	P-1	A-1	N/A	R-1 (high)
Counterparty Risk Assessment	A1(cr)/P-1(cr)			
Counterparty Risk Rating	A2/P-1			
Baseline Credit Assessment	a2			



U.S. Bank Trust Company, National Association				
Long term issuer rating	A2	A+	A+	AA
Short term issuer rating	P-1	A-1	F1	R-1 (high)
Counterparty risk assessment	A1(cr)/P-1(cr)			
Counterparty risk rating	A2/P-1			
Baseline credit assessment	a2			
U.S. Bank Europe DAC				
Long term issuer rating	A2	A+	A+	
Short term issuer rating	P-1	A-1	F1	
Long term deposits	A1	N/A	A+	
Short term deposits	P-1	N/A	F1	

Debt ratings as of 10/10/2025.

Our debt ratings are available at: <https://ir.usbank.com/investor-relations/financial-information/credit-ratings>.

Do you provide merchant services and on-line payment processing services?

Yes.

Merchant

Elavon is a payment processor headquartered in Atlanta, Georgia, and a subsidiary of U.S. Bank. Our processing, acquiring and gateway services support payment acceptance for clients across North America and Europe. We leverage our position as a payments leader to deliver a cost-efficient processing infrastructure and secure, scalable payment solutions.

We are a global payments leader, processing more than \$576 billion in transactions worldwide annually. We provide end-to-end payment processing solutions and services to more than 1.3 million clients globally. As the leading provider for airlines and a top five provider in hospitality, healthcare, retail and public sector/education, our innovative payment solutions are designed to solve pain points for businesses from small to the largest global enterprises.

Corporate Payment Systems

U.S. Bank Corporate Payment Systems provides the most comprehensive solutions to manage and optimize payment processes, offering tools such as corporate credit cards, virtual payments and transportation payment options. These solutions are supported by our proprietary robust online account management tool, Access® Online, API integrations for streamlined data handling, and services designed to reduce costs and increase efficiency. As the first bank to issue commercial card program in 1989, then with the corporate travel card in 1991, commercial cards are a cornerstone of the product set offered by U.S. Bank Corporate Payment Systems.



Key benefits to the U.S. Bank Corporate Payment Systems commercial card programs include reduced costs, enhanced control over spending, and streamlined operations through automation and integration with existing platforms. Additionally, our solutions improve cash flow management and foster stronger supplier relationships by enabling faster payments and better data sharing, ultimately helping organizations optimize their overall payment strategy and operational efficiency.

Are you now, or have you in the past five years been, under any supervisory directive? If yes, explain.

No.

Your Community Reinvestment Act (CRA) rating

U.S. Bank National Association is proud to have received the highest rating, “Outstanding,” for our most recent Community Reinvestment Act (CRA) examination from the Office of the Comptroller of the Currency (OCC). The examination date was January 18, 2022. The most recent copy of our CRA evaluation can be found at: <https://www.usbank.com/about-us-bank/community/community-reinvestment-act/cra-performance-evaluation.html>.

A conversion plan to ensure smooth transition from Metro’s current bank

If Metro chooses to retain U.S. Bank as your current banking services provider, transition will be minimal. The new contract will essentially mean business as usual for Metro for most of your existing banking services – you will not need to invest additional time and resources to a conversion process. Instead, given our familiarity with your current systems and processes, this contract renewal time would be ideal for Metro to spend your valuable time and resources in reviewing processes and services that add additional value, increase efficiencies or save money for your organization. To implement the proposed account type changes we have recommended, the bank would simply change coding on our systems not requiring Metro to change anything.

Any additional products requiring implementation would be supported by a dedicated onboarding project manager, who works closely with your relationship manager and treasury management consultant to ensure we meet implementation dates and complete a successful plan on every new product standup. They manage the entire onboarding from start to finish, bringing together the necessary bank resources and communicating with your designated contacts.



Price quote

On the following pages please find U.S. Bank's Signed Price Quote as requested by Metro. Additionally, on the following pages thereafter is a sample proforma pricing analysis showing all charges for services requested by Metro and several essential additional optional services we are recommending to protect your accounts from check and ACH fraud.

On the pages thereafter is U.S. Bank Payment Services, Elavon, pricing for merchant pricing. We have also included an updated application should Metro want to change the existing services currently being utilized.

PRICE QUOTE

Proposer- U.S. Bank National Association

Banking Services Fees

Metro currently pays 4 different banking services fees each month. The fees are an Analysis Fee, Gateway Fee, Merchant Fee, and Topeka Billing Fee. Previous statements for the Analysis Fee and Topeka Billing Fee can be found in Appendices I and II. Please list your monthly fees below. Fees should be based on monthly activity for an operational checking account, a flexible spending checking account, a money center investment account, a clearing account for investment activity, and company credit cards.

Monthly Analysis Fee – A charge based on banking activity from the prior month. See Appendix I

\$ See Attached Pricing Proforma Analysis
Net fees are estimated to be \$280.66

Monthly Gateway Fee

\$ N/A

Monthly Merchant Fee – A combination of transaction Fees, hardware fees, and additional fees.

\$ See Proposed Merchant Pricing
Fee varies based on services selected

Monthly Topeka Billing Fee – Credit card transaction Fees. See Appendix II

\$ See Proposed Merchant Pricing
Fee varies based on services selected

\$ _____

\$ _____

\$ _____

\$ _____

Total Cost

\$ _____

Topeka Metro is tax exempt. Do not include sales tax in your proposed price.

Either list all applicable fees on this price quote or attach a fee schedule to your bid documents. Any charge other than those listed on the price quote or fee schedule will not be paid.



Account Analysis & Billing
Topeka Metropolitan Transit Authority
201 N Kansas Avenue
Topeka, Kansas 66603

Consolidated Analysis Summary

Lead Account Number	Existing 3
Earnings Credit Rate	0.35%
Negative Collected Rate	0.00%
Current Month Multiplier	3,428.57
Settlement Frequency	Monthly

Balance Summary

Average Ledger Balance	\$	185,168.89
Average Float	-	1,481.11
Average Collected Balance	=	183,687.78
Average Negative Collected	\$	0.00
Average Positive Collected Balance	\$	183,687.78

Settlement Analysis

Average Positive Collected Balance	\$	183,687.78
Fee Based Collected Balance (Net of Reserves)	-	0.00
Collected Balance Available for Earnings Credit Services	=	183,687.78
Earnings Credit @ 0.35%		53.58
Interest Paid on Balances		0.00
Earnings Credit Based Service Charges	-	334.24
Current Month Surplus/(Deficit) Position	=	(280.66)
Net Service Charges	\$	280.66

Net of Interest and Service Charges

Interest Earned Less Service Charges	\$	(280.66)
--------------------------------------	----	----------

<u>AFP</u>	<u>Service</u>	<u>Volume</u>	<u>Unit Price</u>	<u>Total Price</u>	<u>Collected Balance Required</u>
Depository Services					
010000	Monthly Maintenance	3	\$ 0.00	\$ -	
010102	Combined Transactions/Items				
010102	For First 1 Per Acct	1	\$ 10.00	\$ 10.00	\$ 34,286
010102	For Next 499 Per Acct	249	\$ 0.00	\$ -	
010102	For Next 1 Per Acct		\$ 10.00	\$ -	
010102	For Next 249 Per Acct		\$ 0.00	\$ -	
010102	For Next 1 Per Acct		\$ 10.00	\$ -	
010102	For Next 249 Per Acct		\$ 0.00	\$ -	
010102	For Over 1000 Per Acct		\$ 0.50	\$ -	
000230	Deposit Coverage	0	\$ 0.00	\$ -	

October 2025



Proforma Account Analysis

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Account Analysis & Billing

<u>AFP</u>	<u>Service</u>	<u>Volume</u>		<u>Unit</u>	<u>Price</u>	<u>Total</u>	<u>Collected</u>	<u>Balance</u>
						<u>Price</u>	<u>Required</u>	
000230	For First 250	186	\$		0.00	\$ -		
000230	For Over 250		\$		0.1498	\$ -		
150240	Check Filter Monthly Maint		\$		11.00			
	Subtotal Depository Services			\$		10.00	\$	34,286
Account Reconciliation Services								
150724	SPE PPay Exceptions		\$		0.50			
20020C	SPE Issue/Cancel Input	1	\$		0.00	\$ -		
20020B	SPE File Upload		\$		0.00			
150030	SPE PPay w/ Issue Mo Maint		\$		0.00			
150120	SPE PPay Only-per Item	3	\$		0.00	\$ -		
150120	For First 1 Per Acct		\$		10.00			
150120	For Next 49 Per Acct		\$		0.00			
150120	For Next 1 Per Acct		\$		10.00			
150120	For Next 249 Per Acct		\$		0.00			
150120	For Next 1 Per Acct		\$		10.00			
150120	For Next 199 Per Acct		\$		0.00			
150120	For Next 1 Per Acct		\$		5.00			
150120	For Next 499 Per Acct		\$		0.00			
150120	For Over 1000 Per Acct		\$		0.05			
150322	SPE Checks Returned		\$		25.00			
150322	SPE ACH Conv Chks Returned		\$		25.00			
150122	Payee Positive Pay Maintenance	1	\$		20.00	\$ 20.00	\$	68,571
151022	Payee Positive Pay-per Item	5	\$		0.03	\$ 0.15	\$	514
150122	SP Payee Pos Pay Exceptions		\$		2.00			
	Subtotal Account Reconciliation Services			\$		20.15	\$	69,086
SinglePoint								
400273	SPE CDay Sum Mo Maint							
400273	For First 10	3	\$		0.00	\$ -		
400273	For Over 10		\$		75.00	\$ -		
400274	SPE Current Day per Item Det							
400274	For First 1500	131	\$		0.00	\$ -		
400274	For Over 1500		\$		0.75	\$ -		
400273	SPE Current Day per Item Sum	819	\$		0.00	\$ -		
400272	SPE Pday Det & Sum Mo Maint							
400272	For First 1	1	\$		15.00	\$ 15.00	\$	51,429
400272	For Next 2	2	\$		0.00	\$ -		
400272	For Next 4		\$		5.00	\$ -		
400272	For Next 3		\$		10.00	\$ -		
400272	For Over 10		\$		25.00	\$ -		
400271	SPE Previous Day per Item Det							
400271	For First 1500	208	\$		0.00	\$ -		
400271	For Over 1500		\$		0.75	\$ -		
400270	SPE Previous Day per Item Sum	756	\$		0.00	\$ -		
409999	SPE Previous Day ACH Addenda		\$		0.00			
409999	SPE View Addenda Link		\$		0.00			

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Proforma Account Analysis

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Account Analysis & Billing

<u>AFP</u>	<u>Service</u>	<u>Volume</u>		<u>Unit</u>	<u>Price</u>	<u>Total</u>	<u>Collected</u>	<u>Balance</u>
						<u>Price</u>		<u>Required</u>
409999	SPE Current Day ACH Addenda		\$		0.00			
250720	SPE ACH Return Report		\$		0.00			
400800	SP Extended Retention-12 mos	1	\$		0.00	\$	-	
401020	SPE Token Mo Maintenance		\$		0.00			
401020	For First 3 Per Acct	3	\$		0.00	\$	-	
401020	For Over 3 Per Acct	1	\$		3.00	\$	3.00	\$ 10,286
400272	SPE MERCHANT DETAIL RPTG	1	\$		10.00	\$	10.00	\$ 34,286
409999	SPE Book Transfer Mo Maint		\$		0.00			
409999	SPE Book Transfer-per Item		\$		0.00			
409999	SPE DDA Statement PDF	3	\$		0.00	\$	-	
409999	SPE Acct Analysis PDF	1	\$		0.00	\$	-	
150030	SPE POS Pay/Issue Mo Maint	3	\$		0.00	\$	-	
150410	SPE Stop Payment Mo Maint		\$		0.00			
150410	SPE Stop Payment		\$		20.00			
150413	SPE Stop Payment Revoke		\$		0.00			
150400	SPE Stop/Inquiry ARP-per Item		\$		0.00			
400272	SPE Rtn Item Monthly Maint		\$		0.00			
400272	SPE Credit Card Monthly Maint		\$		0.00			
250000	SPE ACH Mo Maintenance	1	\$		0.00	\$	-	
250000	SPE View Adenda		\$		0.00			
250000	SPE ACH Positive Pay Mo Maint	3	\$		10.00	\$	30.00	\$ 102,857
350000	SPE Wires Mo Maintenance		\$		0.00			
350000	For First 1		\$		12.00			
350000	For Over 1		\$		0.00			
250000	SPE ACH Pos Pay Authorization		\$		1.00			
250000	SPE ACH Pos Pay per Paid Item	9	\$		0.10	\$	0.90	\$ 3,086
409999	SPE Ext Messaging Mo Maint	4	\$		0.00	\$	-	
	Subtotal SinglePoint					\$	58.90	\$ 201,943
	Wire Transfers							
350123	Internal Wire Credit	3	\$		10.00	\$	30.00	\$ 102,857
	Subtotal Wire Transfers					\$	30.00	\$ 102,857
	ACH Services							
250202	ACH Received Item		\$		0.00			
250220	ACH Received Addenda Item	4	\$		0.04	\$	0.16	\$ 549
259999	SDA Special Processing		\$		225.00			
250102	SP E ACH-per Item		\$		0.00			
250102	For First 1 Per Acct	1	\$		10.00	\$	10.00	\$ 34,286
250102	For Next 99 Per Acct	99	\$		0.00	\$	-	
250102	For Next 1 Per Acct	1	\$		10.00	\$	10.00	\$ 34,286
250102	For Next 199 Per Acct	199	\$		0.00	\$	-	
250102	For Next 1 Per Acct	1	\$		15.00	\$	15.00	\$ 51,429
250102	For Next 449 Per Acct	67	\$		0.00	\$	-	
250102	For Next 1 Per Acct		\$		15.00	\$	-	
250102	For Next 249 Per Acct		\$		0.00	\$	-	
250102	For Over 1000 Per Acct		\$		0.35	\$	-	

October 2025



Account Analysis & Billing

<u>AFP</u>	<u>Service</u>	<u>Volume</u>		<u>Unit</u>	<u>Price</u>	<u>Total</u>	<u>Collected</u>
						<u>Price</u>	<u>Balance</u>
							<u>Required</u>
250102	SPT E SDA TRAN ITEM		\$		1.25		
250302	SP E ACH Return Item		\$		0.00		
250302	For First 10 Per Acct		\$		0.00		
250302	For Over 10 Per Acct		\$		3.50		
251070	SP E ACH NOC Item		\$		0.00		
251070	For First 10 Per Acct		\$		0.00		
251070	For Over 10 Per Acct		\$		3.00		
30012Z	ACH Originated-per Addenda	48	\$		0.08	\$ 3.84	\$ 13,166
	Subtotal ACH Services				\$	39.00	\$ 133,714
Branch Coin/Currency Services							
10001Z	Cash Deposited-per \$100		\$		0.00		
10001Z	For First 50 Per Acct	50	\$		0.00	\$ -	
10001Z	For Over 50 Per Acct	16	\$		0.33	\$ 5.28	\$ 18,103
100048	Loose Currency Ordered/\$100	19	\$		0.25	\$ 4.75	\$ 16,286
100044	Coin Rolls Ordered-per Roll	178	\$		0.25	\$ 44.50	\$ 152,571
	Subtotal Branch Coin/Currency Services				\$	54.53	\$ 186,960
CVS Coin/Currency							
100114	Cash Dep-per \$100	191	\$		0.26	\$ 49.66	\$ 170,263
100100	Cash Vault Deposit	2	\$		2.75	\$ 5.50	\$ 18,857
100111	Loose Coin Deposit	2	\$		11.25	\$ 22.50	\$ 77,143
	Subtotal CVS Coin/Currency				\$	77.66	\$ 266,263
InTrader							
450000	Safekeeping Acct Maintenance	1	\$		20.00	\$ 20.00	\$ 68,571
450140	SKG Receipts-Govts/Equities	12	\$		2.00	\$ 24.00	\$ 82,286
	Subtotal InTrader				\$	44.00	\$ 150,857
	Total Service Charges				\$	334.24	\$ 1,145,966

Prices quoted in this proposal are only for those Treasury Management Services requested by the customer. Additional Treasury Management Services will be separately priced at the time of customer's request. Prices quoted are valid for 90 days following customer's receipt, after which they will be subject to change by U.S. Bank. All prices are subject to change annually, or at any time and at Bank's sole discretion due to changes in business conditions, volumes, quality of work provided by the customer and normal pricing change cycles.

Notwithstanding anything contained herein to the contrary, all Treasury Management Services provided to customer are subject to U.S. Bank's Services Terms and Conditions, as the same may be amended from time to time.

Branch Cash services availability is subject to change based on client processing requirements and branch capacity. Pricing for Branch Cash Services is subject to change when non-standard processing is requested.

Yellow Highlighted items are Optional Additional Recommended Services.

Proposed pricing

A summary and description of our proposed fees and pricing structure are listed below.

Elavon agrees to offer the pricing herein for 180 days. As we engage in further evaluation and discussion, a more detailed explanation of the Elavon fees will be set forth. At the conclusion of the process, Elavon will submit a Schedule of Fees to our Agreement and additional Schedules for services, if applicable.

Item	Fee
Transaction Processing	
Transaction Processing Rate Mastercard, Visa and Discover	2.36% (% of gross transaction dollar volume)
Authorization Fee Mastercard, Visa and Discover	\$0.10 per authorization
One rate (% of gross transaction dollar volume) for Mastercard, Visa and Discover covers fluctuating interchange and assessment fees, as opposed to passing them through, offering predictable, flat rate pricing without fluctuations or hidden fees.	
Mass Transit Processing (Open Loop Payments)	
Mass Transit Fee	\$0.07 per occurrence
A Mass Transit Fee includes contactless taps, initial validations or authorizations, deferred authorizations, debt recovery authorizations, and refund/credit authorizations. For the avoidance of doubt, Interchange and Assessment Fees are not included in the Mass Transit Fee listed above.	
Other fees	
Safe-T Silver Program Discounted Fee	\$15.00 per MID per month
PCI/Safe-T Program Standard Fee	\$134.99 per MID per month
PCI Compliance, PCI/SafeT Program Fees. All Companies, regardless of Transaction volume, must comply with the requirements of the Payment Card Industry Data Security Standard ("PCI DSS"). Elavon's monthly (PCI/Safe-T) Program Standard Fee is disclosed in the Fee section of this Application. For clarity, if Company has selected a Safe-T solution, the fee for PCI DSS compliance is included within the (PCI/Safe-T) Program Standard Fee.	
For ninety (90) days following account approval, Company will be charged the (PCI/SafeT) Program Discounted Fee disclosed in the Fee section of this Application. If Company validates its initial PCI DSS compliance within ninety (90) days after account approval, it will continue to be eligible for the (PCI/SafeT) Program Discounted Fee for the 12 months starting with the month in which it provides validation (e.g., if Company validates compliance in March, it will pay the discounted fee from March through February of the following year).	
If Company does not validate its initial PCI DSS Compliance within ninety (90) days following account approval, then Company will be required to pay the full, undiscounted (PCI/SafeT) Program Standard Fee until Company validates its annual PCI DSS compliance.	
For any time after the ninety (90) days following account approval, if Company validates PCI DSS by the 25th day of a month, Company will be eligible for the (PCI/SafeT) Program Discounted Fee for the 12 months starting with the month of validation (e.g., if Company validates compliance by the 25th of March, it will pay the discounted fee from March through February of the following year). Following the end of each annual PCI DSS compliance validation period, Company will have to the 25th of the following month to validate compliance or Company will be required to pay the full, undiscounted monthly (PCI/SafeT) Program Standard Fee until Company again validates compliance.	

1	COMPANY INFORMATION				
◆ DBA NAME:					
CONTACT NAME:					
◆ DBA ADDRESS TYPE:		◆ DBA ADDRESS1 (NO PO BOX):			
DBA ADDRESS 2:					
◆ CITY:		◆ STATE:	◆ ZIP CODE:		
◆ DBA PHONE #:			DBA FAX #:		
◆ EMAIL ADDRESS:			MOBILE PHONE #:		
◆ DATE FOUNDED:		◆ IS THE COMPANY'S HIGHEST REVENUE, EXPECTED HIGHEST REVENUE OR HIGHEST SALES VALUE, GENERATED FROM THE SALE OR COMBINED SALE OF FIREARMS, FIREARM ACCESSORIES, OR AMMUNITION WITHIN THE STATE OF CA, CO OR NY?			
CIP EXEMPTION:					
2	OTHER ADDRESS (IF DIFFERENT THAN ABOVE)				
<input type="checkbox"/> MAILING <input type="checkbox"/> SHIPPING <input type="checkbox"/> SEE ALSO SPECIAL INSTRUCTIONS (MORE THAN ONE OPTION MAY BE SELECTED)					
LOCATION NAME:			PHONE #:		
CONTACT:			FAX #:		
ADDRESS:		CITY:	STATE:	ZIP CODE:	
STATEMENTS/ RETRIEVALS /CHARGEBACKS					
STATEMENTS: <input type="checkbox"/> DBA OR <input type="checkbox"/> MAILING OR <input type="checkbox"/> W-9			AUTO SEND: <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO (CHAIN COMPANIES ONLY – MUST INCLUDE CHAIN SET UP FORM)		
RETRIEVALS: <input type="checkbox"/> ONLINE CASE MANAGEMENT (OCM) OR EMAIL TO:			OR FAX TO: <input type="checkbox"/> DBA <input type="checkbox"/> MAILING OR MAIL TO: <input type="checkbox"/> DBA <input type="checkbox"/> MAILING		
CHARGEBACKS: <input type="checkbox"/> ONLINE CASE MANAGEMENT (OCM) OR EMAIL TO:			OR FAX TO: <input type="checkbox"/> DBA <input type="checkbox"/> MAILING OR MAIL TO: <input type="checkbox"/> DBA <input type="checkbox"/> MAILING		
3	CONTACT INFORMATION (AUTHORIZED REP)				
◆ <input type="checkbox"/> OFFICER <input type="checkbox"/> MANAGER <input type="checkbox"/> AUTHORIZED REPRESENTATIVE <input type="checkbox"/> OTHER:					
◆ FIRST NAME:		MN:	◆ LAST NAME:		
◆ TITLE:	◆ US PERSON:	◆ EMAIL ADDRESS:			
▶ CONTACT ADDRESS (NO PO BOX):			▶ ADDRESS TYPE:		
▶ CITY:		▶ STATE:	▶ ZIP CODE:		
▶ DOB:		CONTACT PHONE #:			
INDIVIDUAL ID EXEMPTION CLASS: GOVERNMENT <input type="checkbox"/> FEDERAL <input type="checkbox"/> STATE <input type="checkbox"/> LOCAL (POLITICAL SUBDIVISION OF A US STATE)					
OTHER COMPANY INFORMATION					
◆ AVERAGE SALE AMOUNT: \$		<input type="checkbox"/> CARD PRESENT 100%	OMNI COMMERCE (MUST TOTAL 100%)		
◆ HIGH SALE AMOUNT: \$		<input type="checkbox"/> CARD NOT PRESENT 100%	CARD PRESENT _____ %		
◆ NUMBER OF HIGH SALES TRANSACTIONS ANNUALLY:		<input type="checkbox"/> INTERNET 100%	CARD NOT PRESENT* _____ %		
◆ TOTAL MONTHLY VISA/MC/AMEX/DISC/UNIONPAY SALES: \$		<input type="checkbox"/> OMNI COMMERCE	INTERNET * _____ %		
◆ ANNUAL TOTAL REVENUE: (CASH, CHECK, CARD) \$		▶ INTERNET: PRODUCT WEBSITE:			
◆ INDUSTRY TYPE:		▶ INTERNET: "CONTACT US" EMAIL:			
◆ DESCRIPTION OF PRODUCT/SERVICES OFFERED:		*CUSTOMER SERVICE PHONE # AND PREVIOUS PROCESSOR REQUIRED BELOW			
SPECIAL PROGRAM MCC ONLY:					
WHEN DOES THE CUSTOMER RECEIVE THE PRODUCT OR SERVICE? IF NOT SAME DAY, # OF DAYS (INCLUDE SHIPPING TIME FRAME)		▶ CUSTOMER SERVICE PHONE #:			
		▶ PREVIOUS PROCESSOR:			
IF SEASONAL, PLEASE CHECK MONTHS CLOSED BELOW. (CUSTOMER MUST CONTACT CUSTOMER SERVICE TO DEACTIVATE AND REACTIVATE ACCOUNT)					
<input type="checkbox"/> JANUARY	<input type="checkbox"/> FEBRUARY	<input type="checkbox"/> MARCH	<input type="checkbox"/> APRIL	<input type="checkbox"/> MAY	
<input type="checkbox"/> JUNE	<input type="checkbox"/> JULY	<input type="checkbox"/> AUGUST	<input type="checkbox"/> SEPTEMBER	<input type="checkbox"/> OCTOBER	
<input type="checkbox"/> NOVEMBER	<input type="checkbox"/> DECEMBER				
BANK ACCOUNT (CHECKING ACCOUNTS ONLY)					
◆ DEPOSIT BANK NAME:		◆ ABA/ROUTING #:		◆ DDA ACCOUNT #:	
BILLING/CHARGEBACK BANK NAME (IF DIFFERENT):		ABA/ROUTING #:		DDA ACCOUNT #:	
CHARGEBACK BANK NAME (IF DIFFERENT THAN BILLING):		ABA/ROUTING #:		DDA ACCOUNT #:	
FUNDING OPTIONS:		MONTHLY FEE \$		TAPE ID (OPT):	

CARD ACCEPTANCE (PLEASE CHECK EACH CARD YOU WISH TO ACCEPT)										PRICING CATEGORY			
<input type="checkbox"/> ALL VISA/MASTERCARD/AMEX/UNIONPAY/ DISCOVER (JCB, DI)/ WITH PIN / PINLESS DEBIT <input type="checkbox"/> PIN DEBIT <input type="checkbox"/> PINLESS DEBIT <input type="checkbox"/> ALL VISA/MASTERCARD/AMEX/UNIONPAY/ DISCOVER (JCB, DI) <input type="checkbox"/> VISA CREDIT <input type="checkbox"/> VISA DEBIT <input type="checkbox"/> MC CREDIT <input type="checkbox"/> MC DEBIT <input type="checkbox"/> DISCOVER (JCB, DI) <input type="checkbox"/> UNIONPAY <input type="checkbox"/> AMEX <input type="checkbox"/> PIN DEBIT <input type="checkbox"/> PINLESS DEBIT										<input type="checkbox"/> RETAIL <input type="checkbox"/> MO/TO / INTERNET <input type="checkbox"/> RESTAURANT <input type="checkbox"/> ARU <input type="checkbox"/> LODGING <input type="checkbox"/> OMNI COMMERCE <input type="checkbox"/> SUPERMARKET (TIERED & EICP ONLY)			
PRICING INFORMATION								FEES					
PRICING PROGRAM: (FIXED ONLY)		VISA/MASTERCARD/UNIONPAY/ DISCOVER CARDS (JCB, DI)		AMERICAN EXPRESS OPT BLUE		PIN//PINLESS DEBIT***		APPLICATION		\$ 100			
		RATE*	PER ITEM*	RATE	PER ITEM	RATE	PER ITEM	INSTALLATION/TRAINING	\$ 100				
TIERED	QUALIFIED	%	\$	%	\$	%	\$	REPORTING & SUPPORT PACKAGE (PER MONTH)	\$ 12.99				
	MID QUALIFIED	%	\$	%	\$			MONTHLY MINIMUM	\$ 40				
	NON-QUALIFIED	%	\$	%	\$			CHARGEBACK (PER OCCURRENCE)	\$ 35				
	STANDARD	%	\$	%	\$			RETURN ITEM/NSF (PER OCCURRENCE)	\$ 20				
	OPT. <input type="checkbox"/> CHECK CARD <input type="checkbox"/> SPRMKT <input type="checkbox"/> QPS/SMALL TKT								OTHER:	\$			
		%	\$					STATEMENT: <input type="checkbox"/> ELECTRONIC OR <input type="checkbox"/> PAPER					
	OPT. REWARDS	%	\$					MONTHLY STATEMENT MAILING (PAPER STATEMENTS ONLY)	\$ 20				
	OPT. COMMERCIAL CARD	%	\$					RUSH SHIPMENT	\$				
INTERCHANGE PLUS		%	\$	%	\$	%	\$	OTHER:	\$				
PIN/PINLESS DEBIT ENABLEMENT SERVICE FEE							\$						
ENHANCED IC PLUS	CHECK CARD QUALIFIED	%	\$					AUTHORIZATIONS					
	QUALIFIED	%	\$	%	\$	%	\$						
	REWARDS QUALIFIED	%	\$										
	MID QUALIFIED	%	\$	%	\$	VISA (PER AUTH)	\$	VOICE - ARU (PER AUTH)	\$ 0.85				
	COMMERCIAL NON-QUALIFIED	%	\$			MASTERCARD (PER AUTH)	\$	VOICE OPERATOR (PER AUTH)	\$ 0.85				
	NON-QUALIFIED	%	\$	%	\$	DISCOVER (PER AUTH)	\$	VOICE - AVS (PER AUTH)	\$ 0.85				
FIXED - PRICING PGM:		%	\$	%	\$	UNIONPAY (PER AUTH)	\$	VOICE BANK REF (PER AUTH)	\$ 0.85				
<small>*RATES ARE FOR ALL CARD ACCEPTANCE TYPES SELECTED. ALL CARD BRAND ASSESSMENTS WILL BE PASSED THROUGH AT COST. ***THE COST OF ACCEPTANCE FOR PIN/PINLESS DEBIT WILL BE OPTIMIZED WHEN APPLICABLE.</small>						AMEX OPT BLUE (PER AUTH)	\$	PIN/PINLESS DEBIT (PER AUTH)	\$				
SECURITY PROGRAMS						INTERNATIONAL CARD HANDLING FEE (RATE): (CHARGED ON VISA, MC, DISCOVER, AMEX)		0.60 %					
SECURITY PROGRAM: PCI Basic				Monthly		AUTHORIZATION PRICING PROGRAM:							
(PCI/SAFET) PROGRAM DISCOUNTED FEE:				\$ 25									
(PCI/SAFET) PROGRAM STANDARD FEE:				\$ 124.99									
Please see additional disclosures in the Company Representations and Certification section.													
<input type="checkbox"/> TOKENIZATION SERVICE EXISTING RID:						OTHER CARD TYPES EXISTING							
TOKENIZATION SERVICE FEE (PER OCCURRENCE):				\$		AMEX SE # (10 DIGITS):			PER AUTH:	\$			
TOKENIZATION PLATFORM FEE (MONTHLY):				\$		EBT SE # (7 DIGITS):			PER AUTH:	\$			
TOKENIZATION SAVINGS:				%		OTHER:	SE #:		PER AUTH:	\$			

POINT OF SALE (EQUIPMENT OR SOFTWARE)																																																																																																												
NETWORK: <input type="checkbox"/> ELAVON <input type="checkbox"/> OTHER							<input type="checkbox"/> A THIRD PARTY INTEGRATOR WILL BE USED FOR IMPLEMENTATION:																																																																																																					
VAR SERVICE PROVIDER (HOSTED):				VAR (DISTRIBUTED):			VENDOR:			PRODUCT:		VERSION:																																																																																																
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ALL APPLICABLE STATE AND LOCAL TAXES WILL BE APPLIED. <input type="checkbox"/> SALES TAX EXEMPT																																																																																																												
Elavon and Member have no responsibility for, and shall have no liability to Company in connection with, any hardware or software, or any related services, Company receives under a direct agreement (including any sale, warranty or end-user license agreement) between Company and a third party, including any Value Added Servicer, even if Elavon collects fees or other amounts from Company with respect to such hardware, software or services.																																																																																																												
ADDITIONAL POS SERVICES:		DESCRIPTION					SETUP FEE	ANNUAL FEE	MONTHLY FEE	PER AUTH FEE																																																																																																		
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Rentals may result in paying more for the equipment over time as compared to purchasing. Rental equipment may be new or used and is dependent on inventory available at time of order. All used equipment is inspected and refurbished upon return before being re-deployed. Rentals are month to month and may be terminated at any time by Company. Additional provisions around the use of rental equipment can be found in the Equipment Chapter of the Operating Guide: a link to the Operating Guide can be found in Section 4 of this application, below.																																																																																																												
TERMINAL PROGRAMING INSTRUCTIONS (DO NOT USE FOR CONVERGE – THIS INFORMATION IS COVERED DURING TRAINING)																																																																																																												
<input type="checkbox"/> RETAIL (AUTO CLOSE DEFAULT) <input type="checkbox"/> QUICK CLOSE <input type="checkbox"/> STORE AND FORWARD <input type="checkbox"/> NO SIGNATURE <input type="checkbox"/> CONTACTLESS (+ NO SIGNATURE)																																																																																																												
<input type="checkbox"/> RESTAURANT (QUICK CLOSE DEFAULT) TIP FUNCTION (DEFAULT) <input type="checkbox"/> FINE DINING <input type="checkbox"/> TAB FUNCTION																																																																																																												
<input type="checkbox"/> CARD NOT PRESENT (AUTO CLOSE DEFAULT) <input type="checkbox"/> QUICK CLOSE																																																																																																												
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CUSTOM PROMPTS: <input type="checkbox"/> TERMINAL AUTO CLOSE (RTL, MOTO) _____ TIME ZONE _____ <input type="checkbox"/> CASH BACK PIN DEBIT (RTL): \$ _____ (MAX) <input type="checkbox"/> CUSTOM FOOTER: _____ <input type="checkbox"/> NO TIP (REST) <input type="checkbox"/> NO SERVER PROMPT (REST) <input type="checkbox"/> CLERK PROMPT (RTL) <input type="checkbox"/> TIP FUNCTION WAITER (RTL) <input type="checkbox"/> TIP FUNCTION CASHIER (RTL)																																																																																																												
TRAINING (DEFAULT = TRAINING REQUIRED): <input type="checkbox"/> NO TRAINING																																																																																																												
REPORTING TOOLS																																																																																																												
<input type="checkbox"/> ONLINE CASE MANAGEMENT ▶ MONTHLY FEE \$ ▶ SET UP FEE \$ ▶ # USERS ▶ SET UP TYPE (CHECK ONE) <input type="checkbox"/> MID <input type="checkbox"/> CHN																																																																																																												
<input type="checkbox"/> ACS ▶ MONTHLY FEE \$ ▶ SET UP FEE \$ ▶ REMOTE ID																																																																																																												
OTHER VAS																																																																																																												
<input type="checkbox"/> 3D Secure Per Occurrence: \$ <input type="checkbox"/> TALECH TAP TO PAY (TALECH SAAS REQUIRED)																																																																																																												

ELECTRONIC CHECK AND ACH PROCESSING AND SERVICE OPTIONS	
ANNUAL CHECK VOLUME: \$	MAXIMUM CHECK AMOUNT: \$
AVERAGE CHECK AMOUNT: \$	MONTHLY MINIMUM: \$
ECS- PAPER CHECK CONVERSION	ACH ECHECK – CARD NOT PRESENT (CNP)
PROCESSING OPTIONS: <input type="checkbox"/> POP – POINT OF PURCHASE <input type="checkbox"/> ARC – ACCOUNTS RECEIVABLE CONVERSION <input type="checkbox"/> BOC – BACK-OFFICE CONVERSION	PROCESSING OPTIONS: <input type="checkbox"/> CONCURRENT ENROLLMENT (INCLUDES: WEB, TEL, PPD AND CCD) = XNP <input type="checkbox"/> INDIVIDUAL ENROLLMENT - CHOOSE ONE (ONE PER MID) <input type="checkbox"/> WEB – INTERNET INITIATED ENTRIES <input type="checkbox"/> TEL/IVR – TELEPHONE INITIATED ENTRIES <input type="checkbox"/> PPD – PREARRANGED PAYMENT ENTRIES <input type="checkbox"/> CCD – CORPORATE TO CORPORATE ENTRIES <i>CONVERGE SETUPS WILL BE CONCURRENTLY ENROLLED IN ALL PRODUCT TYPES = XNP</i>
SERVICE: <input type="checkbox"/> CONVERSION WITH GUARANTEE DISCOUNT RATE: _____ % PER TRANSACTION: \$ _____ <input type="checkbox"/> CONVERSION WITH VERIFICATION OR <input type="checkbox"/> CONVERSION ONLY PER TRANSACTION: \$ _____ PER RETURN TRANSACTION: \$ _____	SERVICE: <input type="checkbox"/> ACH-ECHECK WITH VERIFICATION PER TRANSACTION: \$ _____ PER RETURN TRANSACTION: \$ _____ <input type="checkbox"/> ACH-ECHECK CONVERSION ONLY PER TRANSACTION: \$ _____ PER RETURN TRANSACTION: \$ _____
Other ECS Check Conversion Service Requests	
<input type="checkbox"/> PROMPTS FOR DRIVER'S LICENSE NUMBER, STATE OF LICENSE ISSUANCE AND TELEPHONE NUMBER (REQUIRED FOR GUARANTEE SERVICE)	
ACH-Echeck Questionnaire	
1. What types of payments will you accept using ACH-Echeck (e.g., utility bill payments, monthly rent payments, monthly billing for general services)? 2. Will you obtain authorization from your customers prior to accepting an ACH entry in accordance with the ECS MOG (e.g., orally via telephone for tel/ivr, or in writing for ppd)? <input type="checkbox"/> Yes <input type="checkbox"/> No 3. Will you verify and authenticate the identity of your customers in accordance with the ECS MOG prior to initiating ACH entries for those customers (e.g., by obtaining a customer's name, address and telephone number or using a database to verify the accuracy of the information provided by customer)? <input type="checkbox"/> Yes <input type="checkbox"/> No 4. Will you offer ACH-Echeck to existing or new customers? <input type="checkbox"/> Existing <input type="checkbox"/> New 5. Will you maintain and disclose to your customers procedures for cancelling an authorization? <input type="checkbox"/> Yes <input type="checkbox"/> No 6. Will you ensure that information regarding each transaction authorization entered by a customer and/or your service representative is accurate and not a duplicate transaction? <input type="checkbox"/> Yes <input type="checkbox"/> No	
Mass Transit Services	
<input type="checkbox"/> MASS TRANSIT FEE: \$	
A MASS TRANSIT FEE INCLUDES ANY OF THE FOLLOWING: CONTACTLESS TAPS, INITIAL VALIDATIONS OR AUTHORIZATIONS, DEFERRED AUTHORIZATIONS, DEBT RECOVERY AUTHORIZATIONS, AND REFUND/CREDIT AUTHORIZATIONS. FOR THE AVOIDANCE OF DOUBT, INTERCHANGE AND ASSESSMENT FEES ARE NOT INCLUDED IN THE MASS TRANSIT FEE LISTED ABOVE.	

CONVENIENCE FEE AND GOVERNMENT/PUBLIC INSTITUTION SERVICE FEES (GPISF)

CONVENIENCE FEE SERVICES PROGRAMS

CONVENIENCE FEE FUNDING MODEL (CHECK ONE):

- ☐ COMPANY MANAGED CONVENIENCE FEE¹
☐ ELAVON MANAGED CONVENIENCE FEE²
☐ PARTNER MANAGED CONVENIENCE FEE³

PAYMENT TRANSACTION TYPES

☐ CREDIT (CHECK ALL THAT APPLY):

☐ VISA ☐ MASTERCARD ☐ DISCOVER ☐ AMERICAN EXPRESS PS

☐ SIGNATURE DEBIT (CHECK ALL THAT APPLY):

☐ VISA ☐ MASTERCARD ☐ DISCOVER

☐ PIN-BASED DEBIT ☐ PINLESS DEBIT

☐ ACH (VIA ELECTRONIC CHECK SERVICES)

ELAVON PRODUCT SUPPORTING ELAVON-MANAGED CONVENIENCE FEE ASSESSMENT TO BE USED BY COMPANY (CHECK ALL THAT APPLY):

☐ PAYCENTRIC BILL PAY SERVICES (**ADDITIONAL ENROLLMENT FORM REQUIRED**):

☐ COMPANY PROPRIETARY SOLUTION OR VALUE-ADDED SERVICER

☐ OTHER:

CONVENIENCE FEE PRICING:

CONVENIENCE FLAT FEE AMOUNT: \$

CONVENIENCE FEE %: (MASTERCARD, DISCOVER & ACH PROGRAMS ONLY)

IMPLEMENTATION FEE (IF APPLICABLE): \$

GPISF SERVICES PROGRAMS

(CHECK ALL THAT APPLY, BUT ONLY IF COMPANY ELECTS GPISF ASSESSMENTS:

- ☐ COMPANY-MANAGED SERVICE FEE⁴
☐ COMPANY-MANAGED WITH ELAVON POS DEVICES/SERVICE FEE TERMINALS⁵
☐ ELAVON-MANAGED SERVICE FEE⁶
☐ PARTNER MANAGED SERVICE FEE⁷

CARD ACCEPTANCE (CHECK ALL THAT APPLY):

- ☐ POINT OF SALE ☐ INTERNET
☐ IVR ☐ OTHER:

GPISF SERVICES PROGRAMS (CHECK ALL THAT APPLY, BUT ONLY IF COMPANY ELECTS GPISF ASSESSMENTS:

- ☐ MASTERCARD GOVERNMENT AND EDUCATION PAYMENT PROGRAM
☐ VISA GOVERNMENT AND EDUCATION PAYMENT PROGRAM
☐ AMERICAN EXPRESS GOVERNMENT AND EDUCATION PAYMENT PROGRAM
☐ DISCOVER GOVERNMENT AND EDUCATION PAYMENT PROGRAM

TRANSACTION TYPES:

- ☐ FEDERAL INCOME TAX ☐ BUSINESS TAX
☐ GOVERNMENT FEES ☐ OTHER TAX
☐ STATE INCOME TAX ☐ TUITION
☐ REAL ESTATE PROPERTY TAX ☐ OTHER EDUCATION EXPENSES

PAYMENT TYPES FOR GPISF ASSESSMENT (NOT ALL PAYMENT TYPES ARE SUPPORTED FOR ALL PROGRAMS)

(CHECK ALL THAT APPLY, BUT ONLY IF COMPANY ELECTS GPISF ASSESSMENT):

☐ CREDIT – (CHECK ALL THAT APPLY):

- ☐ VISA – ELIGIBLE MCCs: 8211, 8220, 8244, 8249, 9211, 9222, 9311, 9399
☐ MASTERCARD – ELIGIBLE MCCs: 8211, 8220, 8299, 9211, 9222, 9223, 9311, 9399, 9402
☐ DISCOVER (AVAILABLE IF ELAVON-ACQUIRED)
☐ AMERICAN EXPRESS PS – ELIGIBLE MCCs: 8211, 8220, 8244, 8249, 9211, 9311, 9399, 9222

☐ SIGNATURE DEBIT – (CHECK ALL THAT APPLY)

- ☐ VISA – ELIGIBLE MCCs: 8211, 8220, 8244, 8249, 9211, 9222, 9311, 9399
☐ MASTERCARD – ELIGIBLE MCCs: 8211, 8220, 8299, 9211, 9222, 9223, 9311, 9399, 9402
☐ DISCOVER (AVAILABLE IF ELAVON-ACQUIRED)

☐ ACH (VIA ELECTRONIC CHECK SERVICES)

ELAVON PRODUCT SUPPORTING GPISF ASSESSMENT TO BE USED BY COMPANY (CHECK ALL THAT APPLY):

☐ PAYCENTRIC BILL PAY SERVICES (**ADDITIONAL ENROLLMENT FORM REQUIRED**):

☐ SERVICE FEE TERMINAL

☐ COMPANY PROPRIETARY SOLUTION OR VALUE-ADDED SERVICER

☐ SAFE-T SERVICES (**ADDITIONAL ENROLLMENT FORM REQUIRED**)

☐ OTHER:

GPISF PRICING:

SERVICE FEE AMOUNT: % OR \$

ACH (VIA ELECTRONIC CHECK SERVICES): \$

IMPLEMENTATION FEE (IF APPLICABLE): \$

¹ "Company-Managed" Convenience Fee means that Company establishes the amount of the Convenience Fee (subject to the requirements of the Agreement and applicable Payment Network Regulations) and retains the Convenience Fee. Company pays Elavon the per transaction fees as set forth in this application to the Agreement for all Convenience Fee Transactions.

² "Elavon-Managed" Convenience Fee means that Elavon establishes the amount of the Convenience Fee and retains the Convenience Fee in lieu of Company's obligation to pay Elavon the per transaction fees as set forth in this application to the Agreement for Convenience Fee Transactions. The Convenience Fee is still charged by Company and included in the overall transaction amount charged to the Cardholder.

³ "Partner-Managed" Convenience Fee means that Sales Partner (a Sales Partner is a registered third party sales organization selling Elavon services) establishes the amount of the Convenience Fee (subject to the requirements of the Agreement and applicable Payment Network Regulations) as set forth in this application to the Agreement. Elavon will retain the Convenience Fee in lieu of Company's obligation to pay Elavon the per transaction fees as set forth in this application to the Agreement. The Convenience Fee is still charged by Company and included in the overall transaction amount charged to the Cardholder.

⁴ "Company-Managed" Service Fee means that Company establishes the amount of the GPISF, programs its POS Devices to assess the GPISF, and retains the GPISF (subject to the requirements of the Agreement and applicable Payment Network Regulations). Company pays Elavon the per transaction fees as set forth in this application for all GPISF Transactions.

⁵ "Company-Managed with Elavon POS Devices/Service Fee Terminals" means that Elavon programs the POS Devices to assess the GPISF established by Company and Company retains the GPISF. Company pays Elavon the per transaction fees as set forth in this application to the Agreement for all GPISF Transactions.

⁶ "Elavon-Managed" Service Fee means that Elavon establishes the amount of the GPISF, and Elavon charges and retains the GPISF in lieu of Company's obligation to pay Elavon the per transaction fees and Safe-T Services fees (if Safe-T is chosen above) for GPISF Transactions.

⁷ "Partner-Managed" Service Fee means that Sales Partner (a Sales Partner is a registered third party sales organization selling Elavon services) establishes the amount of the GPISF (subject to the requirements of the Agreement and applicable Payment Network Regulations) as set forth in this application to the Agreement. Elavon will retain the GPISF in lieu of Company's obligation to pay Elavon the per transaction fees and Safe-T Services fees (if Safe-T is chosen above) for GPISF Transactions.

SUBSTITUTE FORM W-9

- ☐ GOVERNMENT
☐ OTHER

◆ LEGAL BUSINESS NAME*:

*NAME (OF BUSINESS) AS SHOWN ON YOUR BUSINESS INCOME TAX RETURNS. FOR SOLE PROPRIETORS, THIS SHOULD ALWAYS BE THE OWNER'S NAME.

◆ LEGAL BUSINESS ADDRESS (NO PO BOX):

OR ▶TIN (EMPLOYER ID #):

◆ CITY:

◆ STATE:

◆ ZIP CODE:

▶TIN (SOCIAL SECURITY #):

4**COMPANY REPRESENTATIONS AND CERTIFICATIONS**

Company Representations and Certifications. By signing below, the applicant company ("Company") and its representative(s) represent and warrant to Elavon, Inc. ("Elavon"), with offices at 7300 Chapman Highway, Knoxville, TN 37920, and U. S. Bank National Association ("Member"), with offices at U. S. Bancorp Center, 800 Nicollet, Minneapolis, MN 55402, (collectively, "we" or "us") that (i) all information provided in this company application ("Company Application") is true and complete and properly reflects the business and financial condition of Company; and (ii) the persons signing this Company Application and the Agreement. The signature by an authorized representative of Company on the Company Application, or the transmission of a Transaction Receipt or other evidence of a Transaction to us, shall be the Company's acceptance of and agreement to the terms and conditions contained in the Agreement including, without limitation, this Company Application, the Terms of Service ("TOS"), the Addendum to the Terms of Service for Government/Institutional Companies attached hereto, and the Operating Guide incorporated herein by this reference and located at our website at https://www.mypaymentsinsider.com/api/file/c/Terms_of_Service_English and https://www.mypaymentsinsider.com/api/file/c/Operating_Guide_English, respectively. If you are accepting electronic payments through Transend Pay you also agree to the Terms and Conditions set out under the Resources tab at <https://www.elavon.com/website/transendpay.html>, and as subsequently amended in the Operating Guide in the Transend Pay Services Chapter. If Company does not have access to view the TOS or Operating Guide at our website please contact our customer service center. Notwithstanding any such non-receipt of the TOS or Operating Guide, Company agrees to comply with the Agreement, and all applicable laws, rules, and regulations including the rules and regulations of the Payment Networks, and understands that failure to comply will result in termination of processing services. Capitalized terms shall, unless otherwise defined in this Company Application, have the same meaning ascribed to them in the TOS and Operating Guide.

Company must obtain an Authorization Code via electronic terminal or similar device before completing any transaction. Company understands that an AUTHORIZATION CODE IS NOT A GUARANTEE OF ACCEPTANCE OR PAYMENT OF A TRANSACTION. RECEIPT OF AN AUTHORIZATION CODE DOES NOT MEAN THAT COMPANY WILL NOT RECEIVE A CHARGEBACK FOR THAT TRANSACTION.

Company and its representative(s) authorize us prior to our acceptance of this Company Application and from time to time thereafter, to investigate the business history and background of Company and to obtain credit reports on a periodic basis (i.e. monthly) or at any time or other background investigation reports on Company that we consider necessary to review the acceptance and continuation of this Company Application. Company also authorizes any person or credit reporting agency to compile information to answer those credit inquiries and to furnish that information to us.

IMPORTANT INFORMATION ABOUT PROCEDURES FOR OPENING A NEW ACCOUNT. To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account. This means we will ask for certain information and identifying documents to allow us to identify you.

This Company Application may be signed in one or more counterparts, each of which shall constitute an original and all of which, taken together, shall constitute one and the same Company Application. Delivery of executed counterparts of this Company Application may be accomplished by a facsimile transmission, and a signed facsimile or copy of this Company Application shall constitute a signed original.

PCI Compliance, PCI/SafeT Program Fees. All companies, regardless of Transaction volume, must comply with the requirements of the Payment Card Industry Data Security Standard ("PCI DSS"). Elavon's monthly (PCI/Safe-T) Program Standard Fee is disclosed in the Fee section of this Application. For clarity, if Company has selected a Safe-T solution, the fee for PCI DSS compliance is included within the (PCI/Safe-T) Program Standard Fee. For ninety (90) days following account approval, Company will be charged the (PCI/SafeT) Program Discounted Fee disclosed in the Fee section of this Application. If Company validates its initial PCI DSS compliance within ninety (90) days after account approval, it will continue to be eligible for the (PCI/SafeT) Program Discounted Fee for the 12 months starting with the month in which it provides validation (e.g., if Company validates compliance in March, it will pay the discounted fee from March through February of the following year). If Company does not validate its initial PCI DSS Compliance within ninety (90) days following account approval, then Company will be required to pay the full, undiscounted (PCI/SafeT) Program Standard Fee until Company validates its annual PCI DSS compliance.

For any time after the ninety (90) days following account approval, if Company validates PCI DSS by the 25th day of a month, Company will be eligible for the (PCI/SafeT) Program Discounted Fee for the 12 months starting with the month of validation (e.g., if Company validates compliance by the 25th of March, it will pay the discounted fee from March through February of the following year). Following the end of each annual PCI DSS compliance validation period, Company will have to the 25th of the following month to validate compliance or Company will be required to pay the full, undiscounted monthly (PCI/SafeT) Program Standard Fee until Company again validates compliance.

American Express Acceptance Program (Acceptance Program). If Company has elected to accept American Express® Transactions (as indicated in the Card Acceptance section of this Company Application), in addition to all other terms of this Agreement, Company agrees to the Acceptance Program terms of the TOS. By signing below or by accepting a Transaction initiated with an American Express® Payment Device, Company expressly authorizes Elavon to submit American Express® Transactions to, and to receive settlement funds from, American Express on Company's behalf. Company further authorizes Elavon to provide Company's contact information to American Express, and Company agrees that American Express may use and share such contact information for its business purposes and as permitted by applicable Laws, including to communicate with Company regarding products, services, and resources available to Company's business. American Express's use of the email address and mobile phone number provided above is subject to the consent to such use as indicated in Section 1 of this Company Application. Consent to American Express's use of contact information for such communications may be withdrawn at any time by contacting our customer service center. Even if consent is withdrawn, Company may still receive messages related to important information about Company's account from American Express. Company or Elavon may terminate Company's acceptance of American Express® Payment Devices at any time, with or without cause, without affecting Company's rights and obligations pursuant to the remainder of this Agreement. Company acknowledges that, if at any time Company is no longer qualified to participate in the Acceptance Program, Company may be enrolled in the standard American Express® card acceptance program, which may have different terms and conditions than the Acceptance Program, and Company's acceptance of American Express® Payment Devices pursuant to this Agreement will be terminated. Company acknowledges that American Express is an intended third-party beneficiary of this Agreement, solely with respect to the terms and conditions applicable to Company's acceptance of American Express® Payment Devices, and that American Express has the right to enforce such terms and conditions directly against Company.

A PIN/PINLess Debit Enablement Service Fee will be collected for any Interchange and Assessment savings generated through debit routing on your monthly debit transactions for Interchange Plus customers only. This monthly fee will be calculated from your actual debit transaction volume and will be a percentage of your overall debit cost savings. The PIN/PINLess Debit Enablement Service Fee collected and the Interchange and Assessment savings will be reflected on your monthly statement.

◆ SIGNATURE: X

◆ PRINTED NAME:

◆ TITLE:

◆ DATE:

SIGNATURE: X

PRINTED NAME:

TITLE:

DATE:

SUBMITTED BY (INTERNAL USE ONLY)

To the best of my knowledge, I certify that the information provided in this Company Application was provided by the Company and is true, complete and accurate. I further certify that the signatures were provided by the Company's authorized representative.

◆ PRINTED NAME:

◆ REP ID #:

◆ DATE:

◆ REP PHONE #:

◆ REP EMAIL:

◆ SECONDARY REP ID #:

ADDENDUM TO THE TERMS OF SERVICE FOR GOVERNMENT/INSTITUTIONAL COMPANIES

The following provisions hereby replace the like-numbered provisions of the Terms of Service (“TOS”) or are hereby inserted or deleted from the TOS, as indicated, for Companies operating under the Agreement. Capitalized terms used and not otherwise defined in this Addendum shall have the meanings ascribed to them in the Agreement or the Operating Guide.

1) **Section 4.1 Security Interests** is deleted.

2) **Section 5.1 Term** is deleted and replaced with the following:

“**Term.** Unless terminated as provided below, the Agreement will remain in effect for a period of three years (“**Initial Term**”) following the date of acceptance of the Company Application by Elavon, which date will be the date upon which the Agreement becomes effective. Thereafter, the Agreement will renew automatically for successive one-month terms (successive six-month terms with respect to Canada) (“**Renewal Term**”) unless terminated as provided below. If Company processes Transactions beyond the Initial Term or Renewal Term, then the terms of the Agreement will govern such Transaction processing.”

3) **Section 5.2(a)** is revised to add the following:

“(iv) Company may terminate the Agreement on 60 days’ prior written notice to Elavon if sufficient legislative appropriation is not available.”

4) **Section 5.2(b)** is deleted and replaced with the following:

“**By Elavon.** Elavon may terminate the Agreement immediately in writing if any of the following occur:

- (i) A material adverse change in Company’s financial condition;
- (ii) The commencement of a Bankruptcy Proceeding by or against Company;
- (iii) Any representation by Company is false or misleading in any material respect as of the date made, or becomes false or misleading in any material respect at any time during the Term;
- (iv) Any Payment Network or application of Payment Network Regulations requires Elavon to terminate the Agreement or cease processing Transactions for Company;
- (v) Assignment of the Agreement or change of control of Company without Elavon’s written consent;
- (vi) The levy, garnishment or attachment of the DDA, the Reserve Account, or any of Company’s property in Elavon’s possession;
- (vii) Any change, not approved by Elavon, that constitutes a material change in the types of goods or services Company sells or in the methods by which Company sells them, or any change that results in Company’s violation of Elavon’s underwriting policy; or
- (viii) If, after Elavon provides 30 days’ written notice, Company has either (1) Chargebacks or Retrieval Requests in excess of 1% of the gross dollar amount of Company’s Transactions or returns in excess of 2.5% of the gross dollar amount of Company’s Transactions, or (2) the acceptance of Card Not Present or Convenience Fee Transactions without proper disclosure to Elavon in the Agreement (including in the Company Application) or an amendment to the Agreement.”

5) **Section 7.1.** Only if Company elects and is approved for the invoice fee collection model, then the second sentence of Section 7.1 of the Agreement is deleted and replaced with the following:

“Such fees will be calculated once each month for the previous month’s activity. Elavon will send Company an invoice reflecting the fees due, which Company will pay within 30 days of the invoice date. In addition to all other available remedies, Elavon may offset any outstanding or uncollected amounts that are more than 90 days past due from (i) any amounts it would otherwise be obligated to deposit into the DDA and (ii) any other amounts Elavon may owe Company under the Agreement.”

6) **Section 7.2 Change of Fees** is deleted and replaced with the following:

“**Change of Fees.** Elavon will not amend the fees for the Services for the Initial Term except to pass through to Company increases in interchange, assessments or charges, or increased or new fees imposed by a third party (including a Payment Network).”

7) **Section 7.3(b)** is deleted and replaced with the following:

“(b) Elavon will charge interest on all uncollected amounts owed to Elavon: (i) as provided in the applicable jurisdiction’s prompt payment act; or (ii) if no such statute applies, then on amounts more than 30 days past due at a rate no greater than the maximum rate of interest permitted under Laws.”

8) **Section 7.4 Taxes** is deleted and replaced with the following:

“**Taxes.** If applicable, Company will pay all taxes and other charges imposed by any governmental authority on the Services and Equipment provided under the Agreement, excluding any taxes based on Elavon’s property or net income. If Company is a tax-exempt entity, Company will provide Elavon with an appropriate certificate of tax exemption.”

- 9) **Section 9.1(b) Disclosure of Confidential Information** is revised to add after the last sentence as follows:

“If Company is subject to an open or public records law, Elavon will comply with the applicable requirements and provide Company with reasonable assistance and information when necessary to enable Company to comply with its disclosure requirements; provided, that Elavon will not be required to disclose information that is not subject to disclosure under applicable Law.”

- 10) **Section 10.1 Audit** is deleted and replaced with the following:

“**Audit.** If Elavon or Member reasonably suspects that they are subject to a financial or reputational risk due to Company’s actions or omissions, Company authorizes Elavon and its agents to perform an audit or inspection of Company’s operations and records to confirm Company’s compliance with the Agreement upon reasonable advance notice, during normal business hours, and at Elavon’s expense (unless Elavon reasonably determines based on such audit that Company is not in compliance with the Agreement, in which case Company will bear the cost). Company will obtain and submit a copy of an audit from a third party acceptable to Elavon of the financial, physical security, information security, and operational facets of Company’s business at its expense when requested by Elavon. Further, Company acknowledges and agrees that the Payment Networks have the right to audit Company’s business to confirm compliance with the Payment Network Regulations. Company will maintain complete and accurate records of its performance under the Agreement. Company will execute and deliver to Elavon all documents Elavon reasonably deems necessary to verify Company’s compliance with Section 8.1.”

- 11) **Section 10.2(b) Financial Information** is deleted and replaced with the following:

“**Financial Information.** At Elavon’s request, Company will provide Elavon audited financial statements prepared by an independent certified public accountant selected by Company, or if Company is audited by a governmental authority, then Company will provide financial statements from such governmental authority. Within 120 days after the end of each fiscal year (or in the case of a government entity, when available), Company will furnish Elavon, as requested, a financial statement of profit and loss for the fiscal year and a balance sheet as of the end of the fiscal year, each audited as provided above. Company will also provide Elavon such interim financial statements and other information as Elavon may request from time to time.”

- 12) **Section 13 Indemnification** is deleted and replaced with the following four sections:

“**13(a). Company Responsibilities.** As between Company and Elavon, Company will be responsible for, and at its own expense, defend itself against any suits, claims, losses, demands or damages arising out of (i) any sale or provision of goods or services resulting in a Transaction processed under the Agreement; (ii) Company’s breach of the Agreement; (iii) all use of any user ID and password other than by Elavon or Elavon’s third-party contractors; (iv) Company’s or its Service Providers’ gross negligence or willful misconduct; (v) Company’s or its Service Providers’ violation of Laws or Payment Network Regulations; or (vi) any personal injury or real or tangible personal property damage to the extent caused by Company or its Service Providers. Company will not make any claims against Elavon for any liabilities, claims losses, costs, expenses and demands of any kind or nature, arising out of or in connection with any of the foregoing suits, claims, losses, demands or damages.

13(b). Elavon Responsibilities. In addition to Elavon’s obligations in Section 13(c), Elavon will be responsible for and will at its own expense defend itself against any suits, claims, losses, demands or damages arising out of (i) Elavon’s breach of the Agreement; (ii) Elavon’s or its third party contractors’ gross negligence or willful misconduct; (iii) Elavon’s or its third party contractors’ violation of applicable Laws or Payment Network Regulations; (iv) Elavon’s alleged infringement or other violation of a U.S. or Canada patent, copyright or trademark of a third party by the Services in the form delivered or Company’s use thereof; or (v) any personal injury or real or tangible personal property damage to the extent caused by Elavon or its third party contractors.

13(c). Infringement Claims.

- (i) Elavon will defend Company and its employees, officers, and agents in connection with claims, actions, demands or proceedings (made or threatened) brought by a third party, and will pay the final award of damages assessed against Company, its employees, officers or agents in a final judgment by a court of competent jurisdiction, including awarded costs, or any amount in settlement or compromise authorized by Elavon in writing, arising out of Elavon’s alleged infringement or other violation of a U.S. or Canada patent, copyright or trademark of a third party by the Services (but not Equipment) in the form delivered or Company’s use thereof (an “Infringement Claim”).
- (ii) If any part of the Services or the use of the Services becomes, or in Elavon’s opinion is likely to become, the subject of an Infringement Claim, and as a result of such Infringement Claim Company’s use of the Services may be enjoined or interfered with, then Elavon will, at its option and expense, either, and in addition to defending Company and paying the final amount of damages as provided for in this section, (1) obtain a license for Company to continue using the alleged infringing component(s) of the Services; (2) modify the alleged infringing component(s) of the Services to avoid the infringement in a manner that still permits the Services to perform in all material respects in accordance with the Agreement; or (3) replace the alleged infringing component(s) of the Services with compatible, functionally equivalent, and non-infringing component(s). Elavon will use commercially reasonable efforts to accomplish the remedies identified in this section in a manner that minimizes the disruption to Company’s business operations. If Elavon is not able to accomplish the above remedies within a commercially reasonable time frame and on commercially reasonable terms, Elavon may terminate the Agreement upon written notice to Company. Upon such termination, Elavon will promptly refund any fees paid for Services not performed as of the date of termination.

- (iii) Elavon will have no liability for any Infringement Claim to the extent caused by (1) access to or use of the Services other than as specified under the Agreement and the related Documentation, (2) combination or use of the Services with non-Elavon products or services (whether or not provided to Company by Elavon), (3) any hardware, devices, software, services or other resources not provided by Elavon, (4) failure or refusal by Company to install, implement or use any Update or correction provided by Elavon, (5) modification or alteration of the Services by anyone other than Elavon without Elavon's prior written consent, (6) Company's goods or services, or (7) the negligence, gross negligence or willful misconduct of, or breach of the Agreement by, Company.
- (iv) THIS SECTION 13(c) SETS FORTH THE EXCLUSIVE REMEDY OF COMPANY AND THE SOLE AND COMPLETE LIABILITY OF ELAVON WITH RESPECT TO ANY INFRINGEMENT CLAIMS.

13(d). Procedure.

- (i) If an Infringement Claim is subject to Elavon's obligations in Section 13(c) of the Agreement, Company will:
 - (1) Provide Elavon prompt notice of the Infringement Claim (provided that any delay in notification will not relieve Elavon of its obligations under this Section 13(d) except to the extent that the delay materially impairs its ability to fully defend the Infringement Claim);
 - (2) Subject to Section 13(d)(ii), give Elavon the right to exercise exclusive control over the preparation and defense of the Infringement Claim, including appeals, negotiations and any settlement or compromise thereof, provided that Elavon will notify Company in writing of its election regarding the assumption of control of the preparation and defense of such Infringement Claim within 15 days following receipt of Company's written notice of such Infringement Claim, but, in any event, no later than 10 days before the date on which any written response to a complaint, summons, or other legal filing is due; and
 - (3) Provide such assistance in connection with the defense and settlement of the Infringement Claim as Elavon may reasonably request, at Elavon's expense. Elavon will not enter into any settlement that imposes any liability or obligation on Company, or contains any admission or acknowledgement of wrongdoing (whether in tort or otherwise), without Company's prior written consent.
- (ii) Company may join in the defense, with its own counsel, at its own expense."

13) **Section 17.2 Jurisdiction and Venue; Governing Law** is deleted.

14) **Section 17.3 Exclusivity** is deleted.

15) **Section 17.5 Assignability** is deleted and replaced with the following:

"Assignability. Company will not assign the Agreement, directly, by operation of law, or by change of control of Company, without Elavon's prior written consent. If Company nevertheless assigns the Agreement without Elavon's consent, the Agreement will be binding on both the assignee and Company. Elavon will not transfer or assign the Agreement without the prior written consent of Company, provided that such consent will not be required for (i) the assignment or delegation to an affiliate of Elavon, or (ii) the assignment or delegation to any Person into or with which Elavon will merge or consolidate, or who may acquire substantially all of Elavon's stock or assets."

16) **Section 17.6 Arbitration** is deleted.

17) **Section 17.9 Attorney's Fees and Expenses** is deleted.

18) **Section 17.12 Amendments** is deleted and replaced with the following:

"Amendments. Except as otherwise provided in the Agreement, amendments to the Agreement will be in writing and signed by the parties. Notwithstanding the foregoing, Elavon and Member may amend or modify the Agreement, to the extent such changes are required by or attributable to changes in the Payment Network Regulations or other Laws, upon written notice to Company. Elavon or Member will inform Company of such a change in a periodic statement or other written notice, and such change will become effective at least 30 days after the issuance of the notice. Notwithstanding the previous sentence, changes to fees authorized by the Agreement will be effective upon notice to Company, unless a later effective date is provided. Further, Elavon is entitled to pass through to Company any fee increases imposed upon Elavon by Visa, MasterCard, Discover Network, any other Payment Network, and any other third party including telecommunications vendors."

19) **Schedule A, Section 1.5 Jurisdiction and Venue; Governing Law** is deleted.

20) **Schedule A, Section 1.6 Arbitration** is deleted.

21) **Schedule B, Section 16** is hereby added:

"16Either Elavon or Company may terminate the ECS services portion of the Agreement at any time upon thirty days' prior written notice to the other party, and (ii) Elavon may, at its option, transition Company to a new program offered by Elavon that provides services similar to the ECS."



Fully executed certifications

On the following pages please find U.S. Bank's executed certifications as requested by Metro including the following:

1. Disadvantaged business enterprises (dbе) certification
2. Lobbying certification
3. Non-collusion certification
4. Suspension / debarment certification

DISADVANTAGED BUSINESS ENTERPRISES (DBE) CERTIFICATION

This contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, *Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs*. The national goal for participation of Disadvantaged Business Enterprises (DBE) is 10%. Metro's overall 2025-2027 goal for DBE participation is 1.68%; the race neutral goal is 0.78%, and the race conscious goal is 0.90%. There is no contract goal for this procurement.

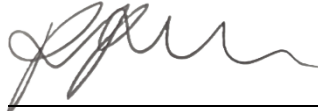
The contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this DOT-assisted contract. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as Metro deems appropriate. Each subcontract the contractor signs with a subcontractor must include the assurance in this paragraph (see 49 CFR 26.13(b)).

The contractor is required to pay its subcontractors performing work related to this contract for satisfactory performance of that work no later than 30 days after the contractor's receipt of payment for that work from Metro.

The contractor may not hold retainage from its subcontractors.

The contractor must promptly notify Metro, whenever a DBE subcontractor performing work related to this contract is terminated or fails to complete its work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. The contractor may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of Metro

Signature: _____



Name and Title: Pamela Rivas – Relationship Manager

Company Name: U.S. Bank National Association

Date: 11/06/2025

LOBBYING CERTIFICATION

The undersigned contractor certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions. See 49 CFR 20.100.

(3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 USC. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure. [Note: Pursuant to 31 USC 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure. See 49 CFR 20.400.]

The undersigned contractor certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 USC 3801, et seq, apply to this certification and disclosure, if any.

Signature: _____



Name and Title: Pamela Rivas – Relationship Manager

Company Name: U.S. Bank National Association


Date: 11/06/2025

NON-COLLUSION CERTIFICATION

This is my sworn statement to certify that this proposal was not made in the interest of or on behalf of any undisclosed entity. This proposal is not collusive.

This proposer has not been a party to any agreement or collusion in restraint of freedom of competition by agreement to bid a fixed price, to refrain from bidding, or otherwise. This proposer has not, directly or indirectly, by agreement, communication or conference with anyone, attempted to induce action prejudicial to the interest of Topeka Metropolitan Transit Authority, or of any proposer, or anyone else interested in the proposed contract.

Signature: _____



Name and Title: Pamela Rivas – Relationship Manager

Company Name: U.S. Bank National Association

Date: 11/06/25

SUSPENSION / DEBARMENT CERTIFICATION

In regard to 2 CFR Parts 180 and 1200

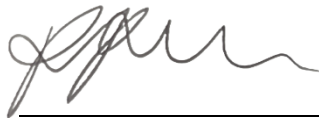
In accordance with 2 CFR Parts 180 and 1200, the contractor is required to verify that none of its principals or affiliates:

- 1) is included on the federal government's suspended and debarred list;
- 2) is proposed for debarment, declared ineligible, voluntarily excluded or disqualified;
- 3) within three years preceding this proposal, has been convicted of or had a civil judgment rendered against them for (a) commission of fraud or criminal offense pertaining to performing a public transaction, (b) violation of any federal or state antitrust statute, or (c) embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;
- 4) is indicted or charged by a governmental entity for any of the charges in 3) above; and
- 5) has had any public transaction terminated for cause or default within three years preceding this proposal.

The contractor is required to include this requirement in any subcontracts related to this contract.

By signing and submitting its proposal, the proposer certifies that the certification in this clause is a material representation of fact relied upon by Metro. If it is later determined that the proposer knowingly rendered an erroneous certification, in addition to remedies available to Metro, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The proposer agrees to verify that none of its principals or affiliates is included on the federal government's suspended and debarred list at any time throughout the period of this contract. The proposer further agrees to include a provision requiring the same compliance in its subcontracts related to this contract.

Signature: _____



Name and Title: Pamela Rivas – Relationship Manager

Company Name: U.S. Bank National Association

Date: 11/06/25



Exhibits

1. Sample Federal Home Loan Bank of Cincinnati Letter of Credit pledged to Metro
2. U.S. Bank Redline Legal Edits to Proposed Contract Language for Negotiation
3. U.S. Bank Master Services Agreement with Appendix A and B
4. U.S. Bank Services Terms and Conditions – provided via link below
5. Your Deposit Account Agreement – provided via link below

Upon re-award of business to U.S. Bank, the following U.S. Bank service agreements and supplements would need to be reviewed, negotiated, and executed by Metro, along with any other Metro specific agreements:

<https://www.usbank.com/corporate-and-commercial-banking/treasury-payment-solutions/treasury-management/terms-and-conditions.html>

***Note:** the password to the U.S. Bank Services Terms and Conditions 2024 version is: **terms2024**



Issue Date: July 3, 2025

LOC No.: 581168

Beneficiary: Topeka Metropolitan Transit Authority
201 North Kansas Avenue
Topeka, KS 66603-3622

Ladies and Gentlemen:

For the account of U.S. Bank National Association, CINCINNATI, OH, we hereby authorize you to draw on us at sight up to an amount of \$4,000,000.00.

This letter of credit is irrevocable, unconditional and nontransferable.

Drafts drawn under this letter of credit must be accompanied by the original letter of credit and be presented in substantially the form attached as Exhibit A, at the office identified below by an authorized officer of the beneficiary no later than 2:00 P.M., Cincinnati time, on Wednesday, December 31, 2025.

This letter of credit sets forth in full the terms of our obligations to you, and such undertaking shall not in any way be modified or amplified by any agreement in which this letter is referred to or to which this letter of credit relates, and any such reference shall not be deemed to incorporate herein by reference any agreement.

We engage with you that multiple drafts drawn under and in compliance with the terms of this letter of credit will be duly honored at the Credit Department of the Federal Home Loan Bank of Cincinnati, 221 East Fourth Street, Cincinnati, Ohio 45202.

This letter of credit is subject to the Uniform Customs and Practice for Documentary Credits (2007 Revision), International Chamber of Commerce Publication 600.

Sincerely,

A handwritten signature in blue ink that reads "Lisa Wishart".

Lisa Wishart

Vice President

A handwritten signature in blue ink that reads "Markus Pepper".

Markus Pepper

Credit Operations Officer

c: Corinne M Yerigan O'Neil
U.S. Bank National Association

The preceding specifications and the following clauses and certifications will be part of the contract.

10 ACCESS TO RECORDS

Upon 30 days' written request, no more than once per calendar year, The Contractor agrees to provide Metro, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. ~~Contractor also agrees, pursuant to 49 CFR 633.15 to provide the FTA Administrator or his authorized representatives including any PMO Contractor access to Contractor's records and construction sites pertaining to a major capital project, defined at 49 USC 5302 and 49 CFR 633.5, which is receiving federal financial assistance through the programs described at 49 USC 5307, 5309 or 5311. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed, provided, that Contractor's sensitive or confidential information can be viewed by the foregoing parties at a Bank location or via a video conference call, however the foregoing parties may not record or create copies of the Contractor's sensitive or confidential information.~~ The Contractor agrees to maintain all books, records, accounts and reports required under this contract according to its internal record retention schedule and applicable law for a period of not less than three years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case Contractor agrees to maintain same until Metro, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 2 CFR 200.333 and 2 CFR 200.336. FTA does not require the inclusion of these requirements in subcontracts.

20 ASSIGNMENT AND DELEGATION

Except for assignments arising by operation of law following a merger or acquisition, Contractor shall neither delegate any duties or obligations under this contract, nor assign, transfer, convey, sublet, subcontract or otherwise dispose of the contract or its right, duty, title or interest in or to the same, or any part thereof, without previous written consent of Metro.

30 CIVIL RIGHTS

- 3.1 Nondiscrimination – In accordance with Title VI of the Civil Rights Act, as amended, 42 USC 2000d, Section 303 of the Age Discrimination Act of 1975, as amended, 42 USC 6102, Section 202 of the Americans with Disabilities Act of 1990, 42 USC 12132, and Federal transit law at 49 USC 5332, the contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.
- 3.2 Equal Employment Opportunity – The following equal employment opportunity requirements apply to the underlying contract:
 - 3.2.1 Race, Color, Creed, National Origin, Sex – In accordance with Title VII of the Civil Rights Act, as amended, 42 USC 2000e, and Federal transit law at 49 USC 5332, the contractor agrees to comply with all applicable equal employment opportunity requirements of US Department of Labor (USDOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 CFR Parts 60 et seq., and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect activities undertaken in the course of the project. The contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the contractor agrees to comply with any implementing requirements FTA may issue.
 - 3.2.2 Age – In accordance with Section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 USC 623 and Federal transit law at 49 USC 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
 - 3.2.3 Disabilities – In accordance with Section 102 of the Americans with Disabilities Act, as amended, 42 USC 12112, the Contractor agrees that it will comply with the requirements of the US Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 CFR Part 1630, pertaining to employment of persons with disabilities. In addition, the contractor agrees to comply with any implementing requirements FTA may issue.

~~3.3 The contractor also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.~~

3.43.3 If the contract involves federal funds, the provisions of this subsection do not apply. If the contract does not involve federal funds, and if contractor's contracts with Topeka Metro for the current fiscal year cumulatively total more than \$5,000 and the contractor has four or more employees during the term of this contract, the contractor also agrees to observe the provisions of the Kansas Act Against Discrimination and the Kansas Age Discrimination in Employment Act and shall not discriminate against any person in the performance of work under this contract because of race, religion, color, sex, disability, national origin or ancestry. In all solicitations or advertisements for employees, the contractor shall include the phrase, "equal opportunity employer," or a similar phrase to be approved by Topeka Metro. If the contractor fails to comply with the reporting or other requirements of the Kansas Human Rights Commission under K.S.A. 44-1031 or K.S.A. 44-1116, and amendments thereto, the contractor shall be deemed to have breached this contract and it may be canceled, terminated or suspended, in whole or in part, by Topeka Metro. If contractor is found guilty of a violation of the Kansas Act Against Discrimination or the Kansas Age Discrimination in Employment Act under a decision or order of the Kansas Human Rights Commission which has become final

the contractor shall be deemed to have breached the present contract and it may be canceled, terminated or suspended, in whole or in part, by Topeka Metro. Contractor agrees to include the binding provisions of this subsection in every subcontract or purchase order so that such provisions will be binding upon such subcontractor or vendor.

40 COMPLIANCE WITH LOCAL, STATE AND FEDERAL LAWS

Contractor shall at all times be solely responsible for complying with all ~~applicable~~-local, state and federal laws, ordinances and regulations applicable to Contractor in connection with the performance of this contract.

50 CONFIDENTIALITY

Between the date and time that proposals are due, until award of the contract by Metro, no information will be released which may have an adverse impact upon the negotiations or selection process. No information will be shared about the distinguishing characteristics or deficient characteristics of any proposal. All documents received by Metro are subject to the Kansas Open Records Act, KSA 45-215, et seq., and the Freedom of Information Act, 5 USC 552.

60 CONFLICT OF INTEREST

No director or employee of Topeka Metropolitan Transit Authority, during his/her tenure or within one year thereafter, shall have any interest, direct or indirect, in this contract or the proceeds thereof.

70 CONTRACT CHANGES

Any proposed change to this contract shall be submitted to Metro in writing for approval. No change in this contract shall be made unless Metro gives prior written approval. Contractor shall be liable for all costs, damages and/or liabilities, and for proper corrections, resulting from any specification change not properly approved in writing by Metro. Changes that have not been approved by Metro shall place Contractor in default of the contract.

80 DISADVANTAGED BUSINESS ENTERPRISE (DBE)

- 8.1 This contract is subject to the requirements of 49 CFR Part 26, *Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs*. The national goal for participation of Disadvantaged Business Enterprises (DBE) is 10%. Metro's overall 2025-2027 goal for DBE participation is 1.68%; the race neutral goal is 0.78%, and the race conscious goal is 0.90%. There is no contract goal for this procurement.
- 8.2 The contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this DOT-assisted contract. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as Metro deems appropriate. Each subcontract the contractor signs with a subcontractor must include the assurance in this paragraph (see 49 CFR 26.13(b)).
- 8.3 The contractor is required to pay its subcontractors performing work related to this contract for satisfactory performance of that work no later than 30 days after the contractor's receipt of payment for that work from Metro.
- 8.4 The contractor may not hold retainage from its subcontractors.
- 8.5 The contractor must promptly notify Metro, whenever a DBE subcontractor performing work related to this contract is terminated or fails to complete its work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. The contractor may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of Metro.

90 ENERGY CONSERVATION

~~The contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.~~ Not applicable.

100 EXCLUSIONARY OR DISCRIMINATORY SPECIFICATIONS

Metro will comply with the requirements of 49 USC 5323(h)(2) by refraining from using any Federal assistance awarded by FTA to support procurements using exclusionary or discriminatory specifications.

110 FEDERAL CHANGES

~~Not applicable. The contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between Metro and FTA, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.~~

120 INCORPORATION OF FTA TERMS

~~Not applicable. These contract provisions include, in part, certain Standard Terms and Conditions required by USDOT, whether or not expressly set forth in the included contract provisions. All contractual provisions required by USDOT, as set forth in the current version of FTA Circular C-4220.1, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The contractor shall not perform any act, fail to perform any~~

~~aet, or refuse to comply with any Metro requests which would cause Metro to be in violation of the FTA terms and conditions.~~

130 INDEMNIFICATION

Contractor shall be responsible for and indemnify, defend and hold harmless Metro, its directors and employees from all demands, claims, suits and settlements for loss of or damages to property, or personal injuries, including death to persons, and from all judgments recovered, and from all expenses incurred in defending or settling said claims or suits, or enforcing this provision, including court costs and attorney fees and other expenses to the extent arising out of the errors, omissions or negligent acts of the Contractor, its employees, or agents in connection with the goods and/or services provided under this contract, excepting any liability to the extent arising from the negligence or willful misconduct of Metro or its directors, officers, employees, or agents. The foregoing indemnification obligation of Contractor is contingent upon Metro promptly notifying Contractor in writing of such claim, permitting Contractor sole authority to control the defense or settlement of such claim, and providing Contractor reasonable assistance in connection therewith.

140 INSURANCE

Contractor shall maintain for the duration of the contract such insurance as will protect it and Metro from all claims, including Workers' Compensation, and will hold Metro harmless from, and indemnify Metro for, all claims and damages which may arise out of or result from the Contractor's operations under this contract, whether such operations are by Contractor, by a subcontractor, by anyone directly or indirectly employed by them, or by anyone for whose acts any of them may be liable. Contractor will submit certificates or other proof of insurance to Metro, naming Metro as an additional insured, upon notification of contract award.

150 INTEREST OF CONGRESS

No member of or delegate to the Congress of the United States of America shall be admitted to any share or part of this contract or to any benefit arising therefrom.

160 LEGAL MATTER NOTIFICATION

Contractor agrees to notify Metro if a current or prospective legal matter emerges while this contract is in effect that may affect the ~~Federal Government~~ Contractor's ability to deliver services under this contract. ~~Contractor also agrees to include this requirement in all subcontracts issued pursuant to this contract.~~

170 LOBBYING

Contractors who apply or bid for an award of \$100,000 or more shall file the certification required by 49 CFR 20.110, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 USC 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 USC 1352. Such disclosures are forwarded from tier to tier, up to Metro.

180 NO FEDERAL GOVERNMENT OBLIGATION TO THIRD PARTIES

Metro and the contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of this contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to Metro, the contractor, or any other party (whether or not a party to this contract) pertaining to any matter resulting from this contract. The contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that this clause shall not be modified, except to identify the subcontractor who will be subject to its provision.

190 PATENT INFRINGEMENT
(not needed for micro-purchase)

Contractor agrees that it will, at its own expense, defend all suits and all proceedings instituted against Metro, if such suits and proceedings are based on any third party claim that the ~~materials or equipments~~ services provided by Contractor used by Metro in conformance with the contract, or any part thereof, ~~or any tool, article or process used in the manufacture thereof,~~ constitutes an infringement of any patent. Metro will give Contractor prompt notice in writing of any suit or proceeding, and will give Contractor all needed information, assistance and authority to enable Contractor, through its legal counsel, to defend the same. If a claim of infringement occurs, or if Contractor determines a claim is likely to occur, Contractor will have the right, in its sole discretion, to either: (i) procure for Metro the right or license to continue to use the Services free of the infringement claim; or (ii) modify the Services provided under the contract to make it non-infringing, without loss of the material functionality. If either of these remedies is not reasonably available to Contractor, it may immediately terminate Metro's use of the Services without further obligation or liability by either Contractor or Metro. Notwithstanding the foregoing, Contractor shall have no obligation with respect to any claim of infringement to the extent that it is based upon or arises out of: (i) the use or combination of the Services with any hardware, software, products, data or other materials not provided by Contractor; (ii) modification or alteration of the Services by anyone other than Contractor; or (iii) Metro's use of the Services in excess of the rights granted in the contract.

200 PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS

- 20.1 The contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 USC 3801, et seq. and US DOT regulations, "Program Fraud Civil Remedies," 49 CFR Part 31, apply to its actions pertaining to this project. Upon execution of this contract, the contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to this contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the contractor to the extent the Federal Government deems appropriate.
- 20.2 The contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 USC 5307, the Government reserves the right to impose the penalties of 18 USC 1001 and 49 USC 5307 on the contractor, to the extent the Federal Government deems appropriate.
- 20.3 The contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

210 SUSPENSION AND DEBARMENT

In accordance with 2 CFR Parts 180 and 1200, the contractor is required to verify that none of its principals or affiliates: 1) is included on the federal government's suspended and debarred list; 2) is proposed for debarment, declared ineligible, voluntarily excluded or disqualified; 3) within three years preceding this proposal, has not been convicted of or had a civil judgment rendered against them for (a) commission of fraud or criminal offense pertaining to performing a public transaction, (b) violation of any federal or state antitrust statute, or (c) embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property; 4) is indicted or charged by a governmental entity for any of the charges in 3) above; and 5) has had any public transaction terminated for cause or default within three years preceding this proposal. The contractor is required to include this requirement in any subcontracts related to this contract. By signing and submitting its proposal, the proposer certifies that the certification in this clause is a material representation of fact relied upon by Metro. If it is later determined that the proposer knowingly rendered an erroneous certification, in addition to remedies available to Metro, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The proposer agrees to verify that none of its principals or affiliates is included on the federal government's suspended and debarred list at any time throughout the period of this contract. The proposer further agrees to include a provision requiring the same compliance in its subcontracts related to this contract.

220 TERMINATION

Termination for Convenience – Metro may terminate this contract, in whole or in part, at any time by written notice to the contractor when it is in the Metro's best interest. The contractor shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. The contractor shall promptly submit its termination claim to Metro to be paid to the contractor. If the contractor has any property in its possession belonging to Metro, the contractor will account for the same, and dispose of it in the manner Metro directs.

Termination for Default – If the contractor does not deliver supplies in accordance with the contract delivery schedule, or, if the contract is for services, the contractor fails to perform in the manner called for in the contract, or if the contractor fails to comply with any other provisions of the contract, Metro may terminate this contract for default. Termination shall be effected by serving a Notice of Termination on the contractor setting forth the manner in which the contractor is in default. The contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract. If it is later determined by Metro that the contractor had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of the contractor, Metro, after setting up a new delivery of performance schedule, may allow the contractor to continue work, or treat the termination as a termination for convenience.

Opportunity to Cure – Metro in its sole discretion may, in the case of a termination for breach or default, allow the contractor ten (10) days in which to cure the defect. In such case, the notice of termination will state the time period in which cure is permitted and other appropriate conditions. If contractor fails to remedy to Metro's satisfaction the breach or default of any of the terms, covenants, or conditions of this contract within ten (10) days after receipt by contractor of written notice from Metro setting forth the nature of said breach or default, Metro shall have the right to terminate the contract without any further obligation to the contractor. Any such termination for default shall not in any way operate to preclude Metro from also pursuing all available remedies against contractor and its sureties for said breach or default.

Waiver of Remedies for Any Breach – In the event that Metro elects to waive its remedies for any breach by contractor of any covenant, term or condition of this contract, such waiver by Metro shall not limit Metro's remedies for any succeeding breach of that or of any other term, covenant, or condition of this contract.

Termination for Default – If the contractor fails to deliver supplies or to perform the services within the time specified in this contract or any extension or if the contractor fails to comply with any other provisions of this contract, Metro may terminate this contract for default. Metro shall terminate by delivering to the contractor a Notice of Termination specifying the nature of the default. The contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in this contract. If, after termination for failure to fulfill contract obligations, it is determined that the contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of Metro.